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GERALD ARMSTRONG and THE  
5 GERALD ARMSTRONG CORPORATION

FILED

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF MARIN

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AUG 18 1994

10 CHURCH OF SCIENTOLOGY INTERNATIONAL,) No. 157 680  
a California not-for-profit )  
11 religious corporation, )

12 Plaintiff, )

13 vs. )

14 GERALD ARMSTRONG; MICHAEL WALTON; )  
THE GERALD ARMSTRONG CORPORATION, )  
15 a California for-profit )  
corporation; DOES 1 through 100, )  
16 inclusive, )

17 Defendants. )

Date: June 20, 1994  
Time: 2:30 p.m.  
Dept: Referee W.R. Benz  
Trial Date: 9/29/94

HUB LAW OFFICES

SEPARATE STATEMENT OF  
FORM INTERROGATORIES  
AND RESPONSES IN DISPUTE

19 PROPOUNDING PARTY: Defendant GERALD ARMSTRONG

20 RESPONDING PARTY: Plaintiff CHURCH OF SCIENTOLOGY INTERNATIONAL

21 SET NO: ONE

22 FORM INTERROGATORY NO. 6.1:

23 Do you attribute any physical, mental, or emotional injuries  
24 to the INCIDENT? If your answer is "no," do not answer  
25 interrogatories 6.2 through 6.7.

26 RESPONSE TO FORM INTERROGATORY NO. 6.1:

27 Objection. CSI objects that this form interrogatory is  
28 inapplicable to a corporation, and vague and unintelligible as



1 phrased.

2 SUPPLEMENTAL RESPONSE TO FORM INTERROGATORY NO. 6.1:

3 CSI further objects to this interrogatory as follows: this  
4 form interrogatory is applicable and intended for use in a  
5 personal injury action in which an injured person is claiming  
6 physical or mental damage because of an injury caused by defendant  
7 -- e.g., because of a car accident, or because of a negligently  
8 manufactured product. It is not applicable to the type of damage  
9 suffered by a corporation seeking to collect a bill. That  
10 Armstrong would impose the interrogatory in the first place is  
11 frivolous; that he would persist through meet and confer and  
12 threatened motion to compel response to it is not simply  
13 frivolity: it is wilful bad faith.

14 This is an action in fraudulent conveyance, and alleges that  
15 plaintiff is entitled to recover from defendants because Armstrong  
16 (a) rendered himself judgment-proof by transferring property to  
17 Walton, GAC, and Sparks; and (b) incurred debt to plaintiff which  
18 he cannot repay. Armstrong's demand that CSI respond to this  
19 interrogatory is frivolous and interposed in bad faith, for  
20 purposes of delay and obstruction.

21 Notwithstanding this objection, CSI responds that it did not  
22 bring this action seeking recompense for physical or mental  
23 injuries caused to any of its personnel or members by Armstrong.

24 REASON INTERROGATORY NO. 6.1 SHOULD BE ANSWERED:

25 Plaintiff's complaint herein states that Armstrong had  
26 disrupted the Scientology organization, annoyed and harassed  
27 organization members and spread enmity and hatred among its  
28 members. Plaintiff claims the purpose and function of the subject



1 settlement agreement is to put an end to the things Armstrong was  
2 doing to its members. Armstrong contends that he did not do any  
3 of those things, and did not annoy and harass plaintiff  
4 organization's members, nor spread enmity and hatred among them,  
5 and that the agreement's purpose and function is to obstruct  
6 justice, and so forth. If none of the organization's members were  
7 injured physically, mentally or emotionally as a result of  
8 Armstrong activities it will support Armstrong's defense that the  
9 agreement was not for the purpose CSI claims. CSI has answered in  
10 its supplemental response "that it did not bring this action  
11 seeking recompense for physical or mental injuries caused to any  
12 of its personnel or members by Armstrong." This answer is  
13 evasive. The interrogatory asks for whether plaintiff attributes  
14 any physical, mental, or emotional injuries to Armstrong's alleged  
15 acts.

16 FORM INTERROGATORY NO. 7.1:

17 Do you attribute any loss of or damage to a vehicle or other  
18 property to the INCIDENT? If so, for each item of property:

19 (a) describe the property;

20 (b) describe the nature and location of the damage to the  
21 property;

22 (c) state the amount of damage you are claiming for each  
23 item of property and how the amount was calculated;

24 (d) if the property was sold, state the name, ADDRESS, and  
25 telephone number of the seller, the date of sale, and the sale  
26 price.

27 RESPONSE TO FORM INTERROGATORY NO. 7.1:

28 Objection. CSI objects that this form interrogatory is



1 inapplicable to a corporation, and vague and unintelligible as  
2 phrased.

3 SUPPLEMENTAL RESPONSE TO FORM INTERROGATORY NO. 7.1:

4 Notwithstanding this objection, CSI responds as follows:

5 (a) To the extent that CSI is able to understand this  
6 question as it relates to CSI's action for fraudulent conveyance,  
7 CSI states that the conveyance by Armstrong to Walton, GAC, Sparks  
8 and Does 2 - 100 of all of the property alleged in the complaint  
9 constitutes loss or damage to plaintiff's property, to the extent  
10 that Armstrong himself proves unable to pay the debt which he has  
11 incurred by reason of his breaches of the settlement agreement  
12 which are at issue in the Main Action. The property of which  
13 plaintiff is presently aware, and which is fully described in the  
14 complaint herein, is (1) that real property situated in Marin  
15 County known as 707 Fawn Drive, San Anselmo, California, and more  
16 particularly described as follows:

17 PARCEL ONE

18 PARCEL TWO as shown upon that certain Parcel Map  
19 entitled, "Parcel Map Lands of California Land Title  
20 Portion Lands described in book 2887 of Official  
21 Records, at page 367, also being Portion of Lots 501 and  
22 501-A unrecorded Map of Sleepy Hollow Acres, Vicinity of  
23 San Anselmo, Marin County, California, filed for record  
24 April 8, 1976, in Volume 12 of Parcel Maps, at page 43,  
25 Marin, County Records.

26 EXCEPTING THEREFROM that portion deeded to Alain Pigois  
27 and Nina Pigois, husband and wife, as community  
28 property, by Deed recorded February 27, 1989, Serial No.  
89 13373.

29 PARCEL TWO

30 AN EASEMENT for ingress, egress and public utility  
31 purposes described as follows:

32 BEGINNING at a point of the centerline of Fawn Drive,  
33 said point being the most southwesterly corner of Parcel



1 3, as shown upon that certain map entitled, "Parcel Map  
2 Lands of California Land Title Portion Lands described  
3 in book 2887 of Official Records, at page 367, also  
4 being Portion of Lots 501 and 501-A unrecorded Map of  
5 Sleepy Hollow Acres, Vicinity of San Anselmo, Marin  
6 County, California, filed for record April 8, 1976, in  
7 Volume 12 of Parcel Maps, at page 43, Marin County  
8 Records, said point also being the intersection of the  
9 calls "South 26° 20' East 135 feet and North 63° 40'  
10 East 20 feet" as contained in Parcel 2 of the Deed  
11 executed by California Land Title Company, a corporation  
12 to Michael C. McGuckin, et ux, recorded March 26, 1976  
13 in Book 3010 of Official Records, at page 190, Marin  
14 County Records; thence from said point of beginning and  
15 along the exterior boundary of said Parcel 3, North 63°  
16 40' East 20 feet; thence North 75° 07' 20" East 164.00  
17 feet; thence leaving said exterior boundary of Parcel 3,  
18 North 12° 41' East 85.00 feet; thence North 30° 45' 20"  
19 West 126.00 feet, thence North 13° 30' East 79.21 feet  
20 to the northwesterly boundary of Parcel 1, as shown upon  
21 that certain map referred to hereinabove; thence along  
22 the exterior boundary of said Parcel 1, South 84° 00'  
23 west 75.70 feet to the most Northerly corner of the  
24 parcel of land described in the Deed executed by Charles  
25 B. Robertson et ux, to Paul Hopkins Talbot, Jr., et ux,  
26 recorded January 30, 1956 in book 1002 of Official  
27 Records, at page 623, Marin County Records; thence  
28 111.77 feet, thence leaving said exterior boundary of  
Parcel 1, South 18° 45' East 95.06 feet thence South 21°  
48' West 70.66 feet; thence South 75° 07' 20" West  
160.00 feet to the certline of Fawn Drive; thence along  
the exterior boundary of said Parcel 3, also being the  
centerline of "Fawn Drive, South 26° 20' East 34.46 feet  
to the point of beginning;

(2) \$41,500 in cash, and (3) shares of stock in The Gerald  
Armstrong Corporation which were valued by Armstrong at  
\$1,000,000.

(b) Each piece of property described in the complaint was  
wrongfully conveyed by defendant Armstrong to another defendant or  
defendants.

(c) The value of the real property is estimated to be not  
less than \$397,500.00, cash, \$41,500 and the stock, \$1,000,000.

(d) Plaintiff is not aware of the sale of any of the  
property.



1        REASON INTERROGATORY NO. 7.1 SHOULD BE ANSWERED:

2        The information requested by this interrogatory is needed to  
3 determine whatever damages CSI is claiming or may claim in  
4 addition to liquidated damages. If the liquidated damages claim  
5 falls, CSI should not then be able to manufacture "actual damages"  
6 to maintain its fraudulent conveyance action. This interrogatory  
7 is applicable to a corporation, and can clearly be answered by  
8 plaintiff. CSI's supplemental response is dissembling, especially  
9 since CSI received Armstrong's first "reason interrogatory No. 7.1  
10 should be answered" and therefore knew what claim or damages were  
11 being referred to. In truth there were no actual damages as a  
12 result of anything Armstrong has done, because he has told the  
13 truth in all of his statements CSI claims it is damaged by. CSI  
14 cannot escape this fact and must answer the interrogatories  
15 related to its claims of damages which underlie the Armstrong IV  
16 complaint fully and honestly.

17        FORM INTERROGATORY NO. 7.3:

18        Has any item of property referred to in your answer to  
19 interrogatory 7.1 been repaired? If so, for each item state:

- 20        (a) the date repaired;
- 21        (b) the description of the repair;
- 22        (c) the repair cost;
- 23        (d) the name, ADDRESS, and telephone number of the PERSON  
24 who repaired it;
- 25        (e) the name, ADDRESS, and telephone number of the PERSON  
26 who paid for the repair;

27        RESPONSE TO FORM INTERROGATORY NO. 7.3:

28        Objection. CSI objects that this form interrogatory is



1 inapplicable to a corporation, and vague and unintelligible as  
2 phrased.

3 SUPPLEMENTAL RESPONSE TO FORM INTERROGATORY NO. 7.3:

4 Notwithstanding this objection, CSI responds as follows:

5 Defendants, not CSI, are in possession, custody and control  
6 of the property. Thus defendants, not CSI, would know if the  
7 property has or has not been repaired.

8 REASON INTERROGATORY NO. 7.3 SHOULD BE ANSWERED:

9 See all of Armstrong's reasons above why admissions needed,  
10 and see all reasons above why interrogatories should be answered.  
11 If 7.1 is answered, then 7.3 should be. Again CSI dissembles. If  
12 there is no damage to any property as a result of Armstrong's acts  
13 for which it claims in millions of dollars in damages and on  
14 which it bases Armstrong IV, then it should so respond. Its  
15 "cute" circuitous answers about "damages" in this litigation being  
16 Armstrong's transfer of property to avoid "damages" that CSI  
17 refuses to identify are dishonest and designed to keep this  
18 fraudulent lawsuit going when the truth would bring it quickly to  
19 a resolution. It should answer truthfully.

20 FORM INTERROGATORY NO. 8.1:

21 Do you attribute any loss of income or earning capacity to  
22 the INCIDENT? If your answer is "no," do not answer  
23 interrogatories 8.2 through 8.8.

24 RESPONSE TO FORM INTERROGATORY NO. 8.1:

25 Objection. CSI objects that this form interrogatory is  
26 inapplicable to a corporation, and vague and unintelligible as  
27 phrased.

28 SUPPLEMENTAL RESPONSE TO FORM INTERROGATORY NO. 8.1:



1 CSI supplements its objection as follows: this form  
2 interrogatory is applicable and intended for use in a personal  
3 injury action in which an injured person is claiming he or she is  
4 unable to work because of an injury caused by defendant -- e.g.,  
5 because of a car accident, or because of a negligently  
6 manufactured product. It is not applicable to the type of damage  
7 suffered by a corporation seeking to collect a bill. That  
8 Armstrong would impose the interrogatory in the first place is  
9 frivolous; that he would persist through meet and confer and  
10 threatened motion to compel a response to it is not simply  
11 frivolity: it is wilful bad faith. To the extent that the  
12 "INCIDENT" this interrogatory is referring to is Armstrong's  
13 fraudulent conveyance of his assets to others in or about 1990,  
14 CSI sustained damage in the amount of those conveyances, together  
15 with any appreciation or increase in value which those assets have  
16 acquired since their initial conveyance up to such amount as CSI  
17 ultimately recovers in the Main Action.

18 REASON INTERROGATORY NO. 8.1 SHOULD BE ANSWERED:

19 The information requested by this interrogatory is needed to  
20 establish that there are no actual damages of any kind to CSI as a  
21 result of any actions Armstrong has taken. If there have been no  
22 actual damages to CSI as a result in any of Armstrong's actions,  
23 it will support Armstrong's position that damages were not  
24 impracticable to calculate at the time of the signing of the  
25 agreement and that no endeavor was made by CSI at that time to  
26 ascertain what its damages would be. Notwithstanding the fact CSI  
27 did not endeavor to ascertain what its damages would be from  
28 Armstrong's speaking freely in the marketplace of ideas and in the



1 world, Armstrong did not withhold this information from CSI at any  
2 time.

3 CSI's supplemental response to this interrogatory is again  
4 dissembling. CSI claims actual damages as a result of Armstrong's  
5 transfer of his property unrelated to CSI; yet it will not answer  
6 questions about the actual damages on which it bases its claims.  
7 CSI corporate secretary and the person provided by CSI to be its  
8 spokesman in deposition herein, Lynn Farny ("Farny) has testified  
9 that the correction of damages caused by Armstrong's acts consumes  
10 staff member time and other costs to the tune of \$50,000 per  
11 "incident." If this is not true and there are in fact no damages,  
12 which is Armstrong's position in this litigation, then CSI should  
13 simply so state and not equivocate.

14 FORM INTERROGATORY NO. 9.1:

15 Are there any other damages that you attribute to the  
16 INCIDENT? If so, for each item of damage state:

- 17 (a) the nature;  
18 (b) the date it occurred;  
19 (c) the amount;  
20 (d) the name, ADDRESS, and telephone number of each PERSON  
21 to whom an obligation was incurred.

22 RESPONSE TO FORM INTERROGATORY NO. 9.1:

23 Objection. CSI objects that this form interrogatory is  
24 inapplicable to this action, and vague and unintelligible as  
25 phrased. To the extent that the "INCIDENT" this interrogatory is  
26 referring to is Armstrong's fraudulent conveyance of his assets to  
27 others in or about 1990, CSI sustained damage in the amount of  
28 those conveyances, together with any appreciation or increase in



1 value which those assets have acquired since their initial  
2 conveyance.

3 REASON INTERROGATORY NO. 9.1 SHOULD BE ANSWERED:

4 See reasons above why interrogatories 6.1, 7.1, 7.3 and 8.1  
5 above should be answered. The "incident" is understandable as  
6 every incident or every time CSI was damaged in some way by Gerald  
7 Armstrong. If CSI is only claiming liquidated damages then it  
8 should so state. The interrogatory is clear.

9 FORM INTERROGATORY NO. 9.2:

10 Do any DOCUMENTS support the existence or amount of any item  
11 of damages claimed in interrogatory 9.1? If so, state the name,  
12 ADDRESS, and telephone number of each PERSON who has each  
13 DOCUMENT.

14 RESPONSE TO FORM INTERROGATORY NO. 9.2:

15 The documents which support the existence of the damages  
16 claimed in interrogatory 9.1 are:

17 Transcripts of the deposition testimony of defendants  
18 Armstrong and Walton in this action and in the Main Action;  
19 documents produced by defendants in this action; and documents in  
20 the possession of Marin County as public records.

21 REASON INTERROGATORY NO. 9.2 SHOULD BE ANSWERED:

22 See reasons above why interrogatories 6.1, 7.1, 7.3, 8.1 and  
23 9.1 above should be answered. Additionally this interrogatory  
24 asks for documents which support the existence of any damages  
25 claimed by CSI as being caused by Armstrong, including the damages  
26 resulting from Armstrong's exercise of his right to freedom of  
27 speech. This would included the "actual damages" claimed by Farny;  
28 e.g., staff member time to "correct" Armstrong's statements, Dead



1 Agent documents provided to media, travel of personnel to  
2 "correct" Armstrong's statements, telephone bills for calls to the  
3 media to "correct" Armstrong's statements, etc. If there are no  
4 such "actual damages" and no such documents to support such  
5 "actual damages" CSI can simply so state, but in any event must  
6 answer this interrogatory straightforwardly.

7 FORM INTERROGATORY NO. 10.2:

8 List any physical, emotional, and mental disabilities you had  
9 immediately before the INCIDENT. (You may omit mental or  
10 emotional disabilities unless you attribute any mental or  
11 emotional injury to the INCIDENT.)

12 RESPONSE TO FORM INTERROGATORY NO. 10.2:

13 Objection. CSI objects that this form interrogatory is  
14 inapplicable to a corporation, and vague and unintelligible as  
15 phrased.

16 REASON INTERROGATORY NO. 10.2 SHOULD BE ANSWERED:

17 See reasons above why interrogatories 6.1, 7.1, 7.3, 8.1, 9.1  
18 and 9.2 above should be answered. If plaintiff is not claiming  
19 that any of its members suffered any physical, mental or emotional  
20 injury as a result of Armstrong's actions on which CSI bases its  
21 claims of any kind against Armstrong, then this question would not  
22 be applicable. If, however, plaintiff claims that any of its  
23 members were injured physically, mentally or emotionally by  
24 Armstrong (See specifically reason interrogatory No. 6.1 should be  
25 answered), this interrogatory should also be answered.

26 FORM INTERROGATORY NO. 10.3:

27 At any time after the INCIDENT, did you sustain injuries of  
28 the kind for which you are now claiming damages. If so, for each



1 incident state:

2 (a) the date and place it occurred;

3 (b) the name, ADDRESS, and telephone number of any other  
4 PERSON involved;

5 (c) the nature of any injuries you sustained;

6 (d) the name, ADDRESS, and telephone number of each HEALTH  
7 CARE PROVIDER that you consulted or who examined or treated you;

8 (e) the nature of the treatment and its duration.

9 RESPONSE TO FORM INTERROGATORY NO. 10.3:

10 Objection. CSI objects that this form interrogatory is  
11 inapplicable to a corporation, and vague and unintelligible as  
12 phrased.

13 REASON INTERROGATORY NO. 10.3 SHOULD BE ANSWERED:

14 See reasons above why interrogatories 6.1, 7.1, 7.3, 8.1,  
15 9.1, 9.2 and 10.2 above should be answered.

16 FORM INTERROGATORY NO. 13.1:

17 Have YOU OR ANYONE ACTING ON YOUR BEHALF conducted  
18 surveillance of any individual involved in the INCIDENT? If so,  
19 for each surveillance state:

20 (a) the name, ADDRESS, and telephone number of the  
21 individual or party;

22 (b) the time, date and place of the surveillance;

23 (c) the name, ADDRESS, and telephone number of the  
24 individual who conducted the surveillance.

25 RESPONSE TO FORM INTERROGATORY NO. 13.1:

26 Objection. CSI objects that this form interrogatory is  
27 inapplicable to this action, and vague, ambiguous, and  
28 unintelligible as phrased. To the extent that the "INCIDENT" this



1 interrogatory is referring to is Armstrong's fraudulent conveyance  
2 of his assets to others in or about 1990, plaintiff responds as  
3 that it has conducted no surveillance of anyone in reference to  
4 the INCIDENT.

5 REASON INTERROGATORY NO. 13.1 SHOULD BE ANSWERED:

6 Again CSI dissembles. The incidents(s) referred to here are  
7 all those on which CSI bases all of its claims against Armstrong.  
8 CSI has produced herein some videotapes of surveillance it  
9 conducted against Armstrong. It has in the past hired people to  
10 surveil, assault, terrorize, entrap and frame Armstrong. These  
11 people have provided CSI with false affidavits of observations  
12 during their "surveillance." CSI cannot duck this interrogatory  
13 by pretending it is referring to a "fraudulent conveyance" which  
14 didn't happen. It is referring to actual surveillance by any one  
15 employed by CSI, its related organizations or their attorneys at  
16 any time for any reason.

17 FORM INTERROGATORY NO. 13.2:

18 Has a written report been prepared on the surveillance? If  
19 so, for each written report state:

20 (a) the title;

21 (b) the date;

22 (c) the name, ADDRESS, and telephone number of the  
23 individual who prepared the report;

24 (c) (sic) the name, ADDRESS, and telephone number of each  
25 PERSON who has the original or a copy.

26 RESPONSE TO FORM INTERROGATORY NO. 13.2:

27 See Response to Form Interrogatory 13.1

28 REASON INTERROGATORY NO. 13.2 SHOULD BE ANSWERED:



1 See reason above why interrogatory 12.1 should be answered.

2 FORM INTERROGATORY NO. 17.1:

3 Is your response to each request for admission served with  
4 these interrogatories an unqualified admission? If not, for each  
5 response that is not an unqualified admission:

6 (a) state the number of the request;

7 (b) state all facts upon which you base your response;

8 (c) state the names, ADDRESSES, and telephone numbers of all  
9 PERSONS who have knowledge of those facts;

10 (d) identify all DOCUMENTS and other tangible things that  
11 support your response and state the name, ADDRESS, and telephone  
12 number of the PERSON who has each DOCUMENT or thing.

13 RESPONSE TO FORM INTERROGATORY NO. 17.1:

14 Plaintiff objects to this interrogatory on the grounds that  
15 the interrogatory is harassing, premature, unreasonably burdensome  
16 and unreasonably attempts to restrict the facts on which plaintiff  
17 may rely at trial insofar as plaintiff has not yet completed its  
18 investigation of the facts in this action and has not yet  
19 completed its discovery on this action.

20 REASON INTERROGATORY NO. 17.1 SHOULD BE ANSWERED:

21 Plaintiff's objections are evasive and unfounded. Plaintiff  
22 cannot delay its discovery responsibilities to Armstrong because  
23 it has not completed its "investigation." There is no attempt to  
24 unreasonably restrict the facts on which plaintiff may rely at  
25 trial, but to obtain what facts, if any plaintiff has now.  
26 Plaintiff's answers to these interrogatories are wholly  
27 unsatisfactory and obstructive of justice. They evidence  
28 plaintiff's continuing determination to abuse the discovery



1 process as stated by Judge Ideman in the Mayo litigation.  
2 Armstrong has provided full, detailed discovery disclosure, and  
3 nothing less is acceptable from CSI.

4 FORM INTERROGATORY NO. 17.1.3:

5 REQUEST FOR ADMISSION NO. 3:

6 That plaintiff and/or its agents in 1984 through 1986 at any  
7 time took action to accuse Michael Flynn with attempting to have  
8 cashed a check on an account of L. Ron Hubbard at the Bank of New  
9 England.

10 RESPONSE TO REQUEST FOR ADMISSION NO. 3:

11 Plaintiff objects to this request for admission on the  
12 grounds that it is (1) irrelevant to the subject matter of the  
13 action, (2) interposed solely to harass, oppress and annoy the  
14 plaintiff, and (3) vague, ambiguous and unintelligible as phrased.

15 REASON REQUEST FOR ADMISSION NO. 3 SHOULD BE ANSWERED:

16 The request is relevant to the subject matter of the action,  
17 interposed for legitimate discovery reasons, and is very clear.  
18 Armstrong contends that Scientology subjected Michael Flynn to a  
19 campaign of "Fair Game" which included complex intelligence and  
20 Black Propaganda operations, and which resulted, as Scientology  
21 intended, in Flynn's desire to get out of Scientology-related  
22 litigation, as a defendant, plaintiff, attorney of record or co-  
23 counsel at almost any cost. Scientology defines "Black  
24 Propaganda" as "a common tool of agencies who are seeking to  
25 destroy real or fancied enemies or seek dominance in some field."  
26 One of the operations Scientology ran against Flynn involved  
27 accusing him in legal proceedings, including Armstrong I, and in  
28 the international media of participating in, indeed masterminding,



1 the forgery of a \$2,000,000 check on one of Hubbard's bank  
2 accounts. Flynn represented Armstrong. To get out from under the  
3 fair game attacks and threat Flynn passed on Scientology's duress  
4 to Armstrong, acting as Scientology's de facto agent. Flynn told  
5 Armstrong that Scientology had ruined his marriage, threatened his  
6 family and law practice, and attempted to have him murdered.  
7 Armstrong had himself personal knowledge of the organization's  
8 illegal policies and practices, and had himself been the target of  
9 fair game attacks and threat. Flynn advised Armstrong that he,  
10 Flynn, had to get out of the Scientology litigation, including  
11 Armstrong's case, and stated that the threats and attacks would  
12 continue if Armstrong did not sign the subject settlement  
13 agreement. If what Armstrong claims was done to Flynn by  
14 Scientology and what Flynn told Armstrong is true, the subject  
15 settlement agreement was signed under duress, is invalid, and  
16 Scientology's claim of damages owed by Armstrong, on which it  
17 bases its claims in this action is invalid. Scientology's years  
18 of acts against Flynn, therefore, have undeniable relevance to  
19 this action. See, e.g., eleventh affirmative defense (Duress and  
20 Undue Influence) in Armstrong's verified answer.

21 Judge Thomas ruled in his order sustaining CSI's demurrer to  
22 Armstrong's first amended cross-complaint that the issues  
23 (concerning Armstrong's cause of action for declaratory relief  
24 regarding the subject agreement based on duress, etc.) will be  
25 determined either in the Los Angeles action or in this action.  
26 The subject matter of this request, therefore, is already ordered  
27 relevant in CSI's clearly interrelated lawsuits against Armstrong,  
28 and to argue that this request should not be answered because it



1 is not relevant in either case, but certainly where there is a  
2 September trial date, is not done in good faith. Armstrong's  
3 second amended cross-complaint, moreover, has survived CSI's  
4 demurrer and motion to strike, and Scientology's fair game acts  
5 toward attorney Flynn are background to and set the stage for  
6 CSI's acts toward Armstrong delineated in that cross-complaint,  
7 and are therefore discoverable.

8 RESPONSE TO INTERROGATORY NO. 17.1.3:

9 (No response. This interrogatory was not answered by  
10 plaintiff because request for admission to which it refers was not  
11 answered but objected to by plaintiff.)

12 REASON INTERROGATORY NO. 17.1.3 SHOULD BE ANSWERED:

13 See Armstrong's reasons above why request for admission No. 3  
14 should be answered. Since the request for admission should be  
15 answered, so should this interrogatory.

16 FORM INTERROGATORY NO. 17.1.4:

17 REQUEST FOR ADMISSION NO. 4:

18 That the provisions of the subject settlement contract do not  
19 accurately reflect the agreement of Armstrong on December 6, 1986.

20 RESPONSE TO REQUEST FOR ADMISSION NO. 4:

21 Plaintiff objects to this request for admission on the  
22 grounds that it is irrelevant to the subject matter of the action.  
23 Notwithstanding this objection, plaintiff responds as follows:

24 Denied.

25 RESPONSE TO INTERROGATORY NO. 17.1.4:

26 (a) Request No. 4.

27 (b) Objection. This interrogatory seeks information which  
28 is irrelevant to the subject matter of this action, and which is



1 duplicative of discovery already provided in the Main Action.  
2 Notwithstanding this objection, CSI further responds as follows:

3 Armstrong signed the Agreement after consulting with at least  
4 two attorneys. He signed and initialed each page before 5  
5 witnesses, including his own attorney. The signing of the  
6 Agreement was memorialized on videotape, which fully and clearly  
7 shows all of the relevant events. He repeated to CSI  
8 representatives and its attorneys that he fully understood the  
9 Agreement and agreed with its terms, verbally and in writing.  
10 Further, Armstrong accepted the settlement funds from CSI and  
11 signed an affidavit in accordance with the Agreement. By his  
12 conduct, Armstrong is estopped from claiming that any portion of  
13 the Agreement is invalid: if he believed it to be invalid at the  
14 time that he signed it, and avowed otherwise to CSI and its  
15 attorneys, he defrauded CSI. In response, CSI further  
16 incorporates by reference the numerous motions and memoranda filed  
17 by CSI in the Main Action, together with exhibits, all of which  
18 have been served on Armstrong, which further discuss or describe  
19 Armstrong's acceptance of the Agreement.

20 (c) Lawrence Heller; Gerald Armstrong; Michael Flynn;  
21 Michael Walton; Michael Sutter; JoAnn Richardson.

22 (d) Objection. Every document that CSI is aware of has  
23 already been produced to Armstrong or by Armstrong in the Main  
24 Action, or consists of the transcripts of depositions at which  
25 Armstrong and/or his attorney were present.

26 REASON INTERROGATORY NO. 17.1.4 SHOULD BE ANSWERED:

27 See all of Armstrong's reasons above why admissions needed,  
28 and see all reasons above why interrogatories should be answered.



1 Plaintiff's response is dishonest in that it has produced no  
2 documents to Armstrong in the Los Angeles action. The response is  
3 incomplete and evasive. It does not answer the question, but  
4 digresses into an attack on Armstrong for "defrauding" CSI with  
5 its own illegal settlement agreement. Plaintiff's objection that  
6 this request for admission is irrelevant to the subject matter of  
7 this action is belied by the fact that CSI itself made the claim  
8 that "Each provision of the Agreement was carefully framed by the  
9 parties and their counsel to accurately reflect the agreement of  
10 the parties." (Complaint p. 5, l 16) CSI's claim of millions owed  
11 by Armstrong in liquidated damages is the basis for this action.  
12 CSI supports this claim with the assertion that the subject  
13 settlement agreement reflects the agreement of Armstrong.  
14 Therefore Armstrong's inquiry into what the actual agreement was  
15 is relevant. Plaintiff's incorporation by reference of  
16 unidentified motions and memoranda and their exhibits filed in the  
17 Los Angeles cases is improper.

18 FORM INTERROGATORY NO. 17.1.5:

19 REQUEST FOR ADMISSION No. 5:

20 That at the time of the 1986 settlement negotiations  
21 plaintiff was advised by attorney Michael Flynn that the  
22 conditions delineated in paragraphs 7(D), 7(G), 7(H) and 10 of the  
23 subject settlement contract were unenforceable.

24 RESPONSE TO REQUEST FOR ADMISSION NO. 5:

25 Plaintiff objects to this request for admission on the  
26 grounds that it is irrelevant to the subject matter of the action.  
27 Notwithstanding this objection, plaintiff responds as follows:

28 Denied.



1        RESPONSE TO INTERROGATORY NO. 17.1.5:

2        (a) Request No. 5.

3        (b) Objection. This interrogatory seeks information which  
4 is irrelevant to the subject matter of this action, and which is  
5 duplicative of discovery already provided in the Main Action.  
6 Notwithstanding this objection, CSI further responds as follows:

7        Armstrong admits that he consulted not one, but two lawyers,  
8 concerning the validity of the Agreement prior to signing it.  
9 Armstrong invented this tale that one of his own lawyers advised  
10 him that he was about to defraud CSI by signing a contract which  
11 he believed to be invalid only after he began breaching the  
12 Agreement. The tale has no basis in fact.

13        (c) Michael Flynn.

14        (d) Objection. Every document that CSI is aware of has  
15 already been produced to Armstrong or by Armstrong in the Main  
16 Action, or consists of the transcripts of depositions at which  
17 Armstrong and/or his attorney were present.

18        REASON INTERROGATORY NO. 17.1.5 SHOULD BE ANSWERED:

19        See Armstrong's reasons why answers needed to requests for  
20 admission 1 - 5 above, and reasons above why interrogatories  
21 17.1.1 - 17.1.4 should be answered. Plaintiff has provided no  
22 discovery to Armstrong in the Los Angeles action. The information  
23 requested here is completely relevant to this action. CSI indeed  
24 claims even in this answer that Armstrong defrauded it by agreeing  
25 to its own contract. In fact, Armstrong's attorney Michael Flynn  
26 advised Armstrong prior to Armstrong's signing the contract that  
27 he advised Scientology that the contract was unenforceable. CSI  
28 has not produced its contracts with Flynn. CSI improperly lumps



1 all documents together without identifying any. It should  
2 specifically identify and list out each document which supports  
3 its response.

4 FORM INTERROGATORY NO. 17.1.6:

5 REQUEST FOR ADMISSION NO. 6:

6 That the Guardian's Office of Scientology staff used means to  
7 deal with people the Guardian's Office perceived as enemies of  
8 Scientology that were against the law.

9 RESPONSE TO REQUEST FOR ADMISSION NO. 6:

10 Plaintiff objects to this request for admission on the  
11 grounds that it is (1) irrelevant to the subject matter of the  
12 action, (2) interposed solely to harass, oppress and annoy the  
13 plaintiff, and (3) vague, ambiguous and unintelligible as phrased.

14 REASON REQUEST FOR ADMISSION NO. 6 SHOULD BE ANSWERED:

15 See reason for 3, above. Additionally, the language of this  
16 request for admission is exactly what Scientology's leader David  
17 Miscavige stated in his declaration executed February 8, 1994 and  
18 filed in the case of CSI v. Fishman, et al. USDC for Central  
19 District of California, No. CV 91-6426 HLH(Tx). (Armstrong  
20 responded by declaration to Miscavige's accusations about him and  
21 CSI amended its Armstrong II complaint to include a cause of  
22 action and claim for \$50,000 in liquidated damages for the  
23 responsive declaration. The Armstrong IV complaint is based on  
24 damages claimed by CSI in II.) Both Miscavige and CSI are  
25 knowledgeable about the Guardian's Office using illegal means  
26 against its perceived enemies. Armstrong was judged in Armstrong  
27 I to have been justified in sending Hubbard's archival documents  
28 to his lawyers because of the threat of illegal means he knew of



1 by the Guardian's Office. Scientology still maintains and still  
2 argues in dead agent packs that Armstrong was not justified. At  
3 the same time when it serves its other purposes it blames the  
4 Guardian's Office for criminal acts. Moreover, the same illegal  
5 practices and actions, fair game, black propaganda, etc. have  
6 continued with the new Miscavige regime and his new Guardian's  
7 Office, the Office of Special Affairs. These illegal practices  
8 have continued against Armstrong to this day, including the  
9 illegal actions which resulted in the settlement agreement, and  
10 the agreement itself. Thus Armstrong would be equally justified  
11 in breaching the settlement agreement in order to again defend  
12 himself. See, e.g., sixth affirmative defense (Unclean Hands) in  
13 Armstrong's verified answer. If CSI denies that the Guardian's  
14 Office used illegal means against its perceived enemies, such  
15 denial can be used to impeach Miscavige, who is CSI's managing  
16 agent.

17 The objection to this request for admission is evasive and  
18 unfounded. Because the subject's relevance is manifest, the  
19 request cannot be harassive, annoying or oppressive. Miscavige  
20 himself made this charge (Miscavige declaration of February 8,  
21 1994 at ¶26, p. 17:13-19), and it is sufficiently clear, the  
22 language being Miscavige's. Scientology maintains as its public  
23 relations and attack positions toward Armstrong, even putting on  
24 the Internet, that Armstrong's fears of retaliation by Scientology  
25 and its Guardian's Office in 1981 and 1982 were unfounded. It  
26 also attacks Judge Breckenridge and his 1984 decision on this  
27 basis (see, e.g., Dead Agent pack produced by CSI re Judge  
28 Breckenridge). The matter of the Guardian Office's treatment of



perceived enemies is therefore relevant to Scientology's acts toward Armstrong to this day.

RESPONSE TO INTERROGATORY NO. 17.1.6:

(No response. This interrogatory was not answered by plaintiff because request for admission to which it refers was not answered but objected to by plaintiff.)

REASON INTERROGATORY NO. 17.1.6 SHOULD BE ANSWERED:

See all of Armstrong's reasons above why admissions needed, and see all reasons above why interrogatories should be answered. Since the request for admission should be answered, so should this interrogatory.

FORM INTERROGATORY NO. 17.1.7:

REQUEST FOR ADMISSION NO. 7:

That the Guardian's Office functions were taken over by Sea Organization units, offices or organizations.

RESPONSE TO REQUEST FOR ADMISSION NO. 7:

Plaintiff objects to this request for admission on the grounds that it is (1) irrelevant to the subject matter of the action, (2) interposed solely to harass, oppress and annoy the plaintiff, and (3) vague, ambiguous and unintelligible as phrased.

REASON REQUEST FOR ADMISSION NO. 7 SHOULD BE ANSWERED:

See reason for 3 and 6, above. There has been a continuous chain of intelligence, public relations and legal functions without change of any significant kind, pursuant to Hubbard's policies, orders and practices. The Office of Special Affairs (the Office of Special Affairs) is a semi-autonomous unit as was the old Guardian's Office, which was an admittedly criminal enterprise. The Office of Special Affairs is the secular arm and



1 function of Scientology, although Scientology claims these same  
2 functions of Black Propaganda, fair game and use of the law to  
3 harass and ruin perceived enemies are "ecclesiastical." (See,  
4 e.g., Farny deposition at 141:3 - 142:22, 182:7-21, 183:19-184:23.  
5 The Office of Special Affairs contains much of the same personnel  
6 as the former "disbanded" "Guardian's Office," and contrary to  
7 Miscavige's assertion that the Office of Special Affairs has no  
8 executives in it who were in the earlier Guardian's Office, Lynn  
9 Farny, produced by CSI as its secretary and official deposition  
10 spokesman admitted that he is both an executive in the Office of  
11 Special Affairs and was a member of the earlier one. (Farny  
12 deposition at 124:1-6, 146:14-16.) The subject matter of this  
13 request for admission goes to all of Armstrong's defenses which  
14 justify every action he has taken since the 1986 settlement  
15 agreement. Plaintiff has no real reason to hide the nature and  
16 form of its organization, especially that of the organization  
17 sector which has waged an unending legal, public relations and  
18 intelligence war on Armstrong since the settlement. On the other  
19 hand, Armstrong has a legitimate right to know what his accuser  
20 is.

21 CSI has claimed that it is a religious corporation, and has  
22 sought to obtain privileges in its litigation involving Armstrong  
23 based on its status as a religion. Therefore the sincerity in  
24 which it holds its religious beliefs is an issue. Armstrong  
25 contends that the Office of Special Affairs, containing the legal,  
26 public relations and intelligence functions, and control of  
27 organization funds for these purposes, is insincere in its  
28 publicly expressed beliefs. There is a real controversy about who



1 the plaintiff in this case actually is, and plaintiff, whoever it  
2 is, should provide discovery on this issue.

3 RESPONSE TO INTERROGATORY NO. 17.1.7:

4 (No response. This interrogatory was not answered by  
5 plaintiff because request for admission to which it refers was not  
6 answered but objected to by plaintiff.)

7 REASON INTERROGATORY NO. 17.1.7 SHOULD BE ANSWERED:

8 See all of Armstrong's reasons above why admissions needed,  
9 and see all reasons above why interrogatories should be answered.  
10 Since the request for admission should be answered, so should this  
11 interrogatory.

12 FORM INTERROGATORY NO. 17.1.8:

13 REQUEST FOR ADMISSION NO. 8:

14 That Michael Flynn was considered an enemy of plaintiff.

15 RESPONSE TO REQUEST FOR ADMISSION NO. 8:

16 Plaintiff objects to this request for admission on the  
17 grounds that it is (1) irrelevant to the subject matter of the  
18 action, (2) interposed solely to harass, oppress and annoy the  
19 plaintiff, and (3) vague, ambiguous and unintelligible as phrased.

20 REASON REQUEST FOR ADMISSION NO. 8 SHOULD BE ANSWERED:

21 See reasons for 3, 6 and 7, above. Additionally this request  
22 is relevant because Scientology has specific policies and  
23 practices relating to the treatment of enemies, which policies and  
24 practices cannot be deviated from by organization members on  
25 penalty of extreme ethics punishment. Scientology's policies and  
26 practices relating to its enemies have been judicially observed  
27 and condemned. See, e.g., Allard v. Church of Scientology, (1976)  
28 58 C.A.3d 439, 129 Cal.Rptr.797; Wollersheim v. Church of



1 Scientology, (1989) 212 Cal.App.3d 872, 260 Cal.Rptr.331, decision  
2 filed June 22, 1984 in Church of Scientology v. Gerald Armstrong,  
3 Los Angeles Superior Court No. C 420153, Church of Scientology v.  
4 Gerald Armstrong (1991) 232 Cal.App.3d 1060, 283 Cal.Rptr.917.  
5 Scientology literature contains countless uses of the term  
6 "enemy," and such is well understood in the organization. There  
7 is, therefore, no vagueness, ambiguity or unintelligibility to the  
8 request. The request is central to Armstrong's defenses of, inter  
9 alia, fraud, duress and unclean hands, is very simple, and  
10 therefore is not at all harassive, oppressive or annoying. The  
11 response is evasive and unfounded.

12 RESPONSE TO INTERROGATORY NO. 17.1.8:

13 (No response. This interrogatory was not answered by  
14 plaintiff because request for admission to which it refers was not  
15 answered but objected to by plaintiff.)

16 REASON INTERROGATORY NO. 17.1.8 SHOULD BE ANSWERED:

17 See all of Armstrong's reasons above why admissions needed,  
18 and see all reasons above why interrogatories should be answered.  
19 Since the request for admission should be answered, so should this  
20 interrogatory.

21 FORM INTERROGATORY NO. 17.1.12:

22 REQUEST FOR ADMISSION NO. 12:

23 That no enmity was ever generated by Armstrong at any time in  
24 plaintiff or plaintiff's members.

25 RESPONSE TO REQUEST FOR ADMISSION NO. 12:

26 Plaintiff objects to this request for admission on the  
27 grounds that it is irrelevant to the subject matter of the action  
28 and vague, ambiguous and unintelligible as phrased.



1 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 12:

2 Notwithstanding the above objections, CSI responds the the  
3 request for admission as follows:

4 Denied.

5 RESPONSE TO INTERROGATORY NO. 17.1.12:

6 (No response. This interrogatory was not answered by  
7 plaintiff because request for admission to which it refers was not  
8 answered but objected to by plaintiff.)

9 SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 17.1.12:

10 (a) Request No. 12.

11 (b) Plaintiff objects to this interrogatory on the grounds  
12 that it is irrelevant to the subject matter of the action and  
13 vague, ambiguous and unintelligible as phrased, unlimited as to  
14 time, burdensome and overbroad. Armstrong has attempted to create  
15 animosity and anger in Church members and former Church members,  
16 directed at plaintiff and other Scientology churches, for almost  
17 fourteen years. Thus it is extremely difficult (as well as  
18 unnecessary) to recount all of the facts which comprise  
19 Armstrong's anti-Church actions. The interrogatory is obviously  
20 interposed solely to harass and annoy plaintiff.

21 Notwithstanding these objections, CSI responds as follows:  
22 Armstrong has been an officious intermeddler in other people's  
23 disputes against the Churches since he left the Scientology faith  
24 in December, 1981. At that time, he stole documents which were  
25 the private property of the Church's Founder, which he believed  
26 were damaging to the Founder and the Church. He gave the  
27 documents to Michael Flynn, an attorney that Armstrong knew was  
28 representing at least 20 litigants other than Armstrong in



1 litigation against the Church. Between December, 1981 and  
2 December, 1986, Armstrong testified in deposition in at least 7  
3 cases other than his own, all involving persons litigating against  
4 CSI and/or the other beneficiaries of the settlement agreement.  
5 During that same time period, he authored more thanb 25  
6 declarations castigating CSI and the other beneficiaries, which he  
7 then provided to attorneys such as Flynn and the firm of Contos &  
8 Bunch for their use in anti-Church litigation. In 1985, Armstrong  
9 testified against the Churches for 12 days in the trial of Julie  
10 Christofferson Titchbourne v. Church of Scientology Mission of  
11 Davis, Church of Scientology of California and L. Ron Hubbard,  
12 Circuit Court of the State of Oregon, County of Multnomah, Case  
13 No. A 7704-05184 in Portland, Oregon. During that same time  
14 period, Armstrong also accepted employment from Michael Flynn on  
15 the many anti-Scientology cases which his office was handling.  
16 Prior to settlement, Armstrong aided anti-Church litigants in at  
17 least the following cases: Tonja Burden v. Church of Scientology  
18 of California, Church of Scientology of Florida, L. Ron Hubbard  
19 and Mary Sue Hubbard, USDC for the Middle District of Florida,  
20 Tampa Division, Case No. 80-501 CWTk; Michael Flynn v. Church of  
21 Scientology, et al., USDC, Central District of California, Case  
22 No. CV 85-4853R(MAx); and Church of Scientology of California v.  
23 Michael Flynn, USDC Central District of California, Case No. 83-  
24 5052R.

25 Additionally, in 1984, Armstrong plotted with government  
26 officials in the IRS's CID to plant phony documents in Church  
27 files and effect a "coup" of Church leadership. During this time  
28 period, he conspired with Church members whom he attempted to



1 convince to attack Church management.

2 Armstrong's post-settlement meddling is the subject of the  
3 Main Action, and is detailed at length in CSI's Second Amended  
4 Complaint therein.

5 (c) Plaintiff objects to this interrogatory on the grounds  
6 that it is irrelevant to the subject matter of the action and  
7 vague, ambiguous and unintelligible as phrased, unlimited as to  
8 time, burdensome and overbroad.

9 (d) Plaintiff objects to this interrogatory on the grounds  
10 that it is irrelevant to the subject matter of the action and  
11 vague, ambiguous and unintelligible as phrased, unlimited as to  
12 time, burdensome and overbroad.

13 REASON INTERROGATORY NO. 17.1.12 SHOULD BE ANSWERED:

14 See reasons above why interrogatories 3, 6, 7 and 8 should be  
15 answered. CSI has answered something other than the interrogatory  
16 posed. CSI has stated in its complaint in this action (p. 2, l. 8;  
17 l. 16) that Armstrong generated enmity (and hatred, and strife)  
18 among Scientologists and former Scientologists. If that charge is  
19 in fact irrelevant to the subject matter of the action, then CSI  
20 should strip such from its complaint. This charge is, however,  
21 relevant, because CSI claims it is the very basis for the subject  
22 agreement. "These provisions (that CSI accuses Armstrong of  
23 breaching) were bargained for by plaintiff to put an end to the  
24 enmity and strife generated by Armstrong once and for all."  
25 (Complaint p. 2, l. 15-17). Armstrong claims that the purposes of  
26 said provisions were to gain an unfair advantage in litigation, to  
27 destroy evidence, to obstruct justice, to rewrite history, and to  
28 carry on fair game against himself and others. Such purposes are



1 illegal, and if shown would dispose of this action. Armstrong's  
2 position is that CSI's claim that Armstrong generated enmity in  
3 its membership is a lie pursuant to fair game. In its supplemental  
4 response to this interrogatory, CSI has merely listed out actions  
5 allegedly taken by Armstrong and has not addressed what is asked  
6 in the interrogatory at all. The request is not vague, ambiguous  
7 and unintelligible. It is plaintiff's language, and Armstrong  
8 asks that plaintiff answer his request for admission fully and  
9 honestly.

10 FORM INTERROGATORY NO. 17.1.13:

11 REQUEST FOR ADMISSION NO. 13:

12 That the following advice of L. Ron Hubbard is a part of  
13 Scientology scripture: "The law can be used very easily to harass,  
14 and enough harassment on somebody who is on the thin edge anyway,  
15 well knowing that he is not authorized, will generally be  
16 sufficient to cause his professional decease. If possible, of  
17 course, ruin him utterly."

18 RESPONSE TO REQUEST FOR ADMISSION NO. 13:

19 Plaintiff objects to this request for admission on the  
20 grounds that it is (1) irrelevant to the subject matter of the  
21 action, (2) interposed solely to harass, oppress and annoy the  
22 plaintiff, and (3) vague, ambiguous and unintelligible as phrased.

23 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 13:

24 Notwithstanding the above objections, CSI responds the the  
25 request for admission as follows:

26 Denied.

27 RESPONSE TO INTERROGATORY NO. 17.1.13:

28 (No response. This interrogatory was not answered by



1 plaintiff because request for admission to which it refers was not  
2 answered but objected to by plaintiff.)

3 SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 17.1.13:

4 (a) Request no. 13.

5 (b) Objection. Plaintiff objects to this interrogatory on  
6 the grounds that it is (1) irrelevant to the subject matter of  
7 this action, (2) interposed solely to harass, oppress and annoy  
8 the plaintiff, and (3) vague, ambiguous and unintelligible as  
9 phrased. Further, this interrogatory asks CSI to prove a negative.

10 Notwithstanding these objections, CSI responds as follows:  
11 The quoted matter does not appear in any document which is  
12 presently CSI's scripture.

13 (c) Objection. Plaintiff objects to this interrogatory on  
14 the grounds that it is (1) irrelevant to the subject matter of  
15 this action, (2) interposed solely to harass, oppress and annoy  
16 the plaintiff, and (3) vague, ambiguous and unintelligible as  
17 phrased. Further, this interrogatory asks CSI to prove a  
18 negative.

19 (d) Objection. Plaintiff objects to this interrogatory on  
20 the grounds that it is (1) irrelevant to the subject matter of  
21 this action, (2) interposed solely to harass, oppress and annoy  
22 the plaintiff, and (3) vague, ambiguous and unintelligible as  
23 phrased. Further, this interrogatory asks CSI to prove a  
24 negative.

25 REASON INTERROGATORY NO. 17.1.13 SHOULD BE ANSWERED:

26 See reasons above why interrogatories 3, 6, 7, 8 and 12  
27 should be answered. This request is relevant because Scientology  
28 claims that all of Hubbard's writings relating to organization



1 policies and procedures must be followed to the letter. If  
2 Hubbard's policies and procedures, no matter how antisocial or  
3 repugnant, are not followed to the letter the non-complying  
4 Scientologist is subject to severe "ethics" penalties, up to and  
5 including being labelled a "suppressive person" targeted as "fair  
6 game." Armstrong's position is that in an effort to shield itself  
7 from liability for carrying out such policies and procedures  
8 against its victims and critics, Scientology calls even the most  
9 reprobative of temporal policies "scripture." The policy in  
10 question is basic to Scientology's litigation practices generally,  
11 and its use of litigation against Armstrong specifically. As  
12 such, discovery relating to the policy is relevant to Armstrong's  
13 defense and his cross-complaint for abuse of process. The request  
14 is a direct quote of Hubbard, quite clear, altogether unambiguous  
15 and stated in plain English.

16 If indeed Scientology has cancelled Hubbard's article  
17 "dissemination of material" from which the subject quoted  
18 "scripture" comes, CSI should provide the information concerning  
19 such cancellation, including what document cancelled the article  
20 or the quoted section.

21 FORM INTERROGATORY NO. 17.1.14:

22 REQUEST FOR ADMISSION NO. 14:

23 That whatever fear Armstrong had that plaintiff would seek to  
24 collect the liquidated damages it claims he owes by him to  
25 plaintiff did not cause Armstrong to take any action to avoid  
26 liability for such liquidated damages.

27 RESPONSE TO REQUEST FOR ADMISSION No. 14:

28 Denied.



1        RESPONSE TO INTERROGATORY NO. 17.1.14:

2        (a) Request No. 14.

3        (b) Armstrong's fear of collection actions may be reasonably  
4 inferred from his actions and statements at the time that he  
5 conveyed his assets and subsequent to that time.

6        (c) See response to Interrogatory 17.1.1(c) [According to  
7 Armstrong, the following persons received service of the documents  
8 referred to in (b) (1) and (2), supra, and so are aware of  
9 Armstrong's breaches. Their addresses are all known to Armstrong:  
10 Gerald Armstrong; Toby L. Plevin; Eric M. Lieberman; Michael Lee  
11 Hertzberg; Michael J. Flynn; Julia Dragojevic; Bowles & Moxon;  
12 Paul Morantz; the court personnel of the Court of Appeal and the  
13 Los Angeles Superior Court, whose names are presently unknown to  
14 plaintiff; Lorient Phippeny, a/k/a Bambi Sparks; Barry Van  
15 Sickel. In addition, Armstrong is aware of each of the breaches  
16 alleged in the Second Amended Complaint, and each of the persons  
17 knowledgeable about those breaches, including their addresses.  
18 They include: Joseph Yanny, Vicki Aznaran, Richard Aznaran, Ford  
19 Greene, John Elstead, James Rummond, Cynthia Remmers, Toby Plevin,  
20 Bent Corydon, Ed Roberts, Denise Cantin, Gary Bright, Jerry  
21 Fagelbaum, David Mayo, Sarge Gerbode, Malcolm Nothling, Jerry  
22 Whitfield, Hana Whitfield, Spanky Taylor, Kirk Seidel, Larry  
23 Wollersheim, Richard Behar, Paul Morantz, Graham Berry, Gordon  
24 Calhoun, Stuart Cutler, Anthony Laing, Kent Burtner, Margaret  
25 Singer, Daniel Leipold, Kenneth Woodward, Charles Fleming, Robert  
26 Penney and Uwe Geertz.].

27        (d) See response to Interrogatories 17.1.1(d) [The documents  
28 evidencing Armstrong's breaches consist of documents created by



1 Armstrong, including letters, declarations, "treatments," briefs  
2 and other documents, all of which are in the possession of  
3 Armstrong and/or his counsel; the transcripts of every deposition  
4 taken in the Main Action; and transcripts of the deposition of  
5 Armstrong in the case of Hunziker v. Applied Materials, Santa  
6 Clara Superior Court, Case No. 692629, together with the documents  
7 produced by Armstrong in that case, which are in the possession of  
8 John Elstead and Cynthia Remmers, whose addresses are known to  
9 Armstrong.] and 17.1.2(d) [Deposition of Gerald Armstrong, June  
10 24, 1993, in the Main Action; Declaration of Gerald Armstrong  
11 dated December 25, 1990; Declaration of Gerald Armstrong dated  
12 November 17, 1991; Declaration of Gerald Armstrong dated March 16,  
13 1992.].

14 REASON INTERROGATORY NO. 17.1.14 SHOULD BE ANSWERED:

15 See all of Armstrong's reasons above why admissions needed,  
16 and see all reasons above why interrogatories should be answered.  
17 Plaintiff's answer is incomplete and evasive. Specifically what  
18 actions and what statements at the time of Armstrong's conveyance  
19 of his assets; and what actions and statements subsequently?  
20 Interrogatory 17.1.1 concerns CSI's claim that Armstrong began in  
21 February, 1990 to breach the settlement agreement. The subject  
22 transfers occurred, according to CSI, in August, 1990, and in 1988  
23 (Complaint p. 5, l. 3). CSI's responses to interrogatories 17.1.1  
24 (c) and (d) and 17.1.2 (d) are unrelated to the allegation of  
25 Armstrong's being in fear of CSI's collection actions. Armstrong  
26 could just as easily have been motivated in his actions concerning  
27 his assets by his determination to follow God's Will as by any  
28 fear CSI imagines he had of its paranoid and schizophrenic nature



1 and its determination to harm him. (See Armstrong's First  
2 Affirmative Defense - Religion). This interrogatory focuses on the  
3 "fear" CSI alleges in its complaint motivated Armstrong. CSI  
4 should answer the interrogatory posed. If it has no information  
5 to support its allegation of "fear," it should so state and not  
6 equivocate.

7 REQUEST FOR ADMISSION NO. 16:

8 That Armstrong caused his own personal assets to be  
9 transferred to The Gerald Armstrong Corporation for adequate and  
10 equivalent consideration.

11 RESPONSE TO REQUEST FOR ADMISSION NO. 16:

12 Denied.

13 RESPONSE TO INTERROGATORY NO. 17.1.16:

14 (a) Request No. 16.

15 (b) Armstrong has admitted under oath that he gave away all  
16 of his assets in August, 1990, worth in his estimation more than  
17 \$1,500,000, and that he received no monetary consideration in  
18 return. He further testified that he gave some of these assets to  
19 GAC. Investigation and Discovery into Armstrong's fraudulent  
20 transfers are continuing.

21 (c) Gerald Armstrong, Michael Walton, Lorienne Phippeny,  
22 a/k/a Bambi Sparks, Michael Douglas, Kima Douglas, Jerry Solvin,  
23 Iolna Dossen, Lorrie Eaton, Andrew Armstrong.

24 (d) Objection. Every document that CSI is aware of has  
25 already been produced to Armstrong or by Armstrong in the Main  
26 Action, or consists of the transcripts of depositions at which  
27 Armstrong and/or his attorney were present.

28 REASON INTERROGATORY NO. 17.1.16 SHOULD BE ANSWERED:



1 See all of Armstrong's reasons above why admissions needed,  
2 and see all reasons above why interrogatories should be answered.  
3 CSI has not answered this interrogatory at all. CSI has claimed  
4 in its complaint in this action "Armstrong transferred his  
5 material assets to GAC in 1988, at the time of his embarkation on  
6 the campaign of harassment described herein, and with the  
7 intention of preventing plaintiff from obtaining monetary relief  
8 from Armstrong pursuant to the liquidated damages clause."  
9 (Complaint, p. 5, 1.3 - 7) CSI also claimed that "In or about  
10 February, 1990.....Fearing that plaintiff would seek to collect  
11 the liquidated damages owed by his breaches, Armstrong....  
12 fraudulently conveyed all of his property, including real property  
13 located in Marin County, cash, and personal property to defendants  
14 Michael Walton, the Gerald Armstrong Corporation, and DOES 1-100,  
15 receiving no consideration in return." (Complaint p. 2, 1. 20 - 1.  
16 27) CSI's response is evasive. It should answer the  
17 interrogatory posed. CSI produced no documents in the Los Angeles  
18 actions. Here CSI should specify and list out all the documents  
19 on which it supports its response.

20 FORM INTERROGATORY NO. 17.1.17:

21 REQUEST FOR ADMISSION NO. 17:

22 That Armstrong did not transfer anything to The Gerald  
23 Armstrong Corporation to evade payment of his lawful obligations.

24 RESPONSE TO REQUEST FOR ADMISSION NO. 17:

25 Denied.

26 RESPONSE TO INTERROGATORY NO. 17.1.17:

27 (a) Request No. 17.

28 (b) See Response to Interrogatory No. 17.1.15(b) [In or about



1 August, 1990, fearing collection actions by CSI because of his  
2 past and anticipated breaches of the Agreement, Armstrong conveyed  
3 real property, cash, and personal property to the Gerald Armstrong  
4 Corporation ("GAC"), Michael Walton, Lorientne Phippeny, a/k/a  
5 Bambi Sparks, Michael Douglas, and Kima Douglas. He also forgave  
6 substantial debts owed to him by Jerry Solvin, Michael Walton,  
7 Iolna Dossen, Lorrie Eaton and Andrew Armstrong.]

8 (c) See Response to Interrogatory No. 17.1.15(c) [Gerald  
9 Armstrong, Michael Walton, Lorientne Phippeny, a/k/a Bambi Sparks,  
10 Michael Douglas, Kima Douglas, Jerry Solvin, Iolna Dossen, Lorrie  
11 Eaton, Andrew Armstrong.].

12 (d) See Response to Interrogatory No. 17.1.15(d) [See  
13 response to Interrogatory 9.2 [The documents which support the  
14 existence of the damages claimed in interrogatory 9.1 are:

15 Transcripts of the deposition testimony of defendants  
16 Armstrong and Walton in this action and in the Main Action;  
17 documents produced by defendants in this action; and documents in  
18 the possession of Marin County as public records.].].

19 REASON INTERROGATORY NO. 17.1.17 SHOULD BE ANSWERED:

20 See all of Armstrong's reasons above why admissions needed,  
21 and see all reasons above why interrogatories should be answered.  
22 CSI has not answered this interrogatory at all. CSI stated in its  
23 complaint that "Armstrong caused his personal assets to be  
24 transferred to GAC without adequate consideration in order to  
25 evade payment of his lawful obligations." (Complaint p. 4, l. 15)  
26 CSI has neither stated a "legal obligation" it claims Armstrong  
27 sought to evade paying, no one with knowledge of such an  
28 obligation, and no documents supporting even the response it has



1 given. CSI should simply answer the interrogatory.

2 FORM INTERROGATORY NO. 17.1.19:

3 REQUEST FOR ADMISSION NO. 19:

4 That Armstrong did not embark on any campaign of harassment  
5 of plaintiff in 1988 and continuing thereafter.

6 RESPONSE TO REQUEST FOR ADMISSION NO. 19:

7 Denied.

8 RESPONSE TO INTERROGATORY NO. 17.1.19:

9 (a) Request No. 19.

10 (b) See Response to Interrogatory No. 17.1.1(b) [The facts  
11 supporting Armstrong's breaches of the settlement agreement of  
12 December, 1986 (the "Agreement") from February 1990 to the  
13 present, are legion, and need not be recounted in their entirety  
14 by plaintiff as Armstrong has already admitted to them in the  
15 underlying action, in his answer to the complaint, in papers filed  
16 with the court, in declaration after declaration, and in  
17 deposition. Plaintiff objects that Armstrong's attempt to force  
18 plaintiff to recite all of these facts again here is burdensome,  
19 oppressive and interposed only to harass. Nonetheless, plaintiff  
20 states that Armstrong began a series of actions to breach the  
21 Agreement in February, 1990 by:

22 1. On February 10, 1990, filing a petition with the Second  
23 District Court of Appeal seeking leave to oppose the Church's  
24 appeal in violation of the Agreement;

25 2. On February 21, 1990, petitioning the Court of Appeal  
26 for permission to file a brief in a case involving a third party's  
27 attempt to unseal the records of the underlying action, and  
28 attaching a copy of the Agreement, in violation of the Agreement;



1           3.    On March 6, 1990, voluntarily appearing in Los Angeles  
2 Superior Court and attempting to testify against plaintiff and  
3 others in a case involving a third party, in violation of the  
4 Agreement.

5           Additional actions by Armstrong in violation of the  
6 Agreement, which constitute a series, are described in the Second  
7 Amended Complaint filed in Church of Scientology International v.  
8 Armstrong, Los Angeles Superior Court, Case No. BC 052395 (the  
9 "Main Action"), a copy of which is attached hereto and  
10 incorporated herein by reference. Investigation and discovery  
11 into Armstrong's breaches are continuing.]. In addition,  
12 Armstrong has admitted in deposition in the Main Action that he  
13 began meeting with anti-church litigants, their attorneys and  
14 their representatives as early as 1988 to aid them in litigation  
15 against CSI and/or related entities, in violation of the  
16 Agreement. Since 1988, Armstrong has sent multiple letters to CSI  
17 and its attorneys, attempting to extort CSI into paying him still  
18 more money by threatening CSI that he will spread still more lies  
19 about CSI and related entities, and engage in further breaches of  
20 the Agreement if CSI does not pay him. CSI naturally considers  
21 this activity to be the harassment that it is. Investigation and  
22 discovery into Armstrong's harassment are continuing.

23           (c) See Response to Interrogatory No. 17.1.1(c)[According to  
24 Armstrong, the following persons received service of the documents  
25 referred to in (b) (1) and (2), supra, and so are aware of  
26 Armstrong's breaches. Their addresses are all known to Armstrong:  
27 Gerald Armstrong; Toby L. Plevin; Eric M. Lieberman; Michael Lee  
28 Hertzberg; Michael J. Flynn; Julia Dragojevic; Bowles & Moxon;



1 Paul Morantz; the court personnel of the Court of Appeal and the  
2 Los Angeles Superior Court, whose names are presently unknown to  
3 plaintiff; Lorient Phippeny, a/k/a Bambi Sparks; Barry Van  
4 Sickel. In addition, Armstrong is aware of each of the breaches  
5 alleged in the Second Amended Complaint, and each of the persons  
6 knowledgeable about those breaches, including their addresses.  
7 They include: Joseph Yanny, Vicki Aznaran, Richard Aznaran, Ford  
8 Greene, John Elstead, James Rummond, Cynthia Remmers, Toby Plevin,  
9 Bent Corydon, Ed Roberts, Denise Cantin, Gary Bright, Jerry  
10 Fagelbaum, David Mayo, Sarge Gerbode, Malcolm Nothling, Jerry  
11 Whitfield, Hana Whitfield, Spanky Taylor, Kirk Seidel, Larry  
12 Wollersheim, Richard Behar, Paul Morantz, Graham Berry, Gordon  
13 Calhoun, Stuart Cutler, Anthony Laing, Kent Burtner, Margaret  
14 Singer, Daniel Leipold, Kenneth Woodward, Charles Fleming, Robert  
15 Penney and Uwe Geertz.]

16 (d) See Response to Interrogatory No. 17.1.1(d) [The  
17 documents evidencing Armstrong's breaches consist of documents  
18 created by Armstrong, including letters, declarations,  
19 "treatments," briefs and other documents, all of which are in the  
20 possession of Armstrong and/or his counsel; the transcripts of  
21 every deposition taken in the Main Action; and transcripts of the  
22 deposition of Armstrong in the case of Hunziker v. Applied  
23 Materials, Santa Clara Superior Court, Case No. 692629, together  
24 with the documents produced by Armstrong in that case, which are  
25 in the possession of John Elstead and Cynthia Remmers, whose  
26 addresses are known to Armstrong.]

27 REASON INTERROGATORY NO. 17.1.19 SHOULD BE ANSWERED:

28 See all of Armstrong's reasons above why admissions needed,



1 and see all reasons above why interrogatories should be answered.  
2 CSI has not answered this interrogatory at all. Its response is  
3 evasive. CSI has claimed in its complaint that in 1988 Armstrong  
4 embarked on a campaign of harassment against the Scientology  
5 organization. (Complaint p. 5, l. 4). CSI has repeated this claim  
6 in its answer to this interrogatory, but has provided no facts, no  
7 name of anyone knowledgeable of such facts, and lists no documents  
8 supporting its response. What it has done is obliquely refer to  
9 incidents which either never happened or happened years after  
10 1988, and to letters which Armstrong never wrote or which said  
11 none of the things CSI claims. CSI should answer the  
12 interrogatory and be specific as to the facts, witnesses and  
13 documents. Its responses to 17.1.1(b), (c) and (d) are completely  
14 non-responsive to this interrogatory. Armstrong has a right to a  
15 full and honest answer.

16 FORM INTERROGATORY NO. 17.1.23:

17 REQUEST FOR ADMISSION NO. 23:

18 That plaintiff has not been damaged in any way or manner  
19 whatsoever by any alleged breaches of the Settlement Agreement by  
20 Armstrong at any time.

21 RESPONSE TO REQUEST FOR ADMISSION NO. 23:

22 Plaintiff objects to this request for admission on the  
23 grounds that it is irrelevant to the subject matter of the action.

24 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 23:

25 Notwithstanding the above objections, CSI responds the the request  
26 for admission as follows:

27 Denied.

28 RESPONSE TO INTERROGATORY NO. 17.1.23:



1 (No response.)

2 REASON INTERROGATORY NO. 17.1.23 SHOULD BE ANSWERED:

3 By not responding or objecting to this interrogatory, CSI has  
4 waived its objections and must now answer fully. Also see reasons  
5 above why interrogatories 3, 6, 7, 8, 12 and 13 should be  
6 answered. There must be a reasonable relationship between  
7 liquidated and actual damages, which relationship requires proof.  
8 (McCarthy v. Tally, (1956) 45 C.2d 577, 586, 297 P.2 950) What  
9 must be proved is the impracticability of fixing the actual damage  
10 and that the sum agreed to (per CSI, \$50,000.00 per Armstrong  
11 utterance, and nothing per CSI utterance) represented a reasonable  
12 endeavor to ascertain what such damages would be. Armstrong has  
13 maintained throughout the post-settlement litigation that no  
14 endeavor was made to ascertain from him what Scientology's damages  
15 should be whenever he speaks its name or talks to someone about  
16 seventeen years of his life. He has also maintained that the  
17 actual damages to CSI or any other Scientology entity have never  
18 been impracticable to calculate and are in all circumstances zero.  
19 Defendant seeks information with this request to prove this fact.  
20 Moreover, if it is shown that actual damages for each alleged  
21 breach is indeed zero it will support Armstrong's position that a  
22 condition to enforceability of liquidated damages -  
23 impracticability of fixing actual damages - is not met. If there  
24 is no reasonable relationship, the claim of several million  
25 dollars in liquidated damages must fall. If there are no monetary  
26 damages owed by defendant, there is no claim. A claim is a  
27 prerequisite to maintaining a cause of action for fraudulent  
28 conveyance. Therefore, this information is relevant enough to



1 potentially dispose of this action completely. Defendant can  
2 invalidate the liquidated damages clause by establishing that the  
3 provision was unreasonable under the circumstances existing at the  
4 time the "agreement" was made. All the circumstances are  
5 considered in determining unreasonableness. (Law. Rev. Com.  
6 Comment to C.C.P. Sec. 1671(b) CSI's objection, therefore, is  
7 unfounded.

8 Armstrong also maintains that by speaking and exercising his  
9 Constitutional rights he was acting pursuant to Scientology's own  
10 "creed" which states that "all men have inalienable rights to  
11 think freely, to talk freely, to write freely their opinions and  
12 to counter or utter or write upon the opinions of others.....And  
13 that no agency less than God has the power to suspend or set aside  
14 these rights, overtly or covertly." Armstrong maintains,  
15 moreover, that Scientology and its members were not injured by his  
16 following that part of Scientology's own creed, but that  
17 Scientology and Scientologists are injured by the efforts of its  
18 leadership to covertly and overtly suspend or set aside that  
19 right. Armstrong maintains that God has not suspended or set  
20 aside his rights, and indeed He urges Armstrong to speak and in  
21 fact speak out on behalf of those individuals whose similar  
22 inalienable rights Scientology's leadership has sought to suspend  
23 or set aside. CSI has claimed in its pleadings filed in this  
24 action and the underlying Los Angeles action that it is a  
25 "religious corporation," and claims, moreover, the special  
26 privileges in litigation granted to religions. The sincerity of  
27 the persons forming the Office of Special Affairs, or OSA (the new  
28 Guardian's Office), the entity which interfaces with Armstrong and



1 runs the organization's litigation and its other secular  
2 activities, as to the organization's claimed beliefs is therefore  
3 relevant. Armstrong contends that these people, by attempting  
4 through this litigation to usurp God's Function, demonstrate the  
5 insincerity of their publicly pronounced beliefs. Armstrong has  
6 maintained from August, 1990, the time of his renunciation, that  
7 he was guided therein by God.

8 FORM INTERROGATORY NO. 17.1.24:

9 REQUEST FOR ADMISSION NO. 24:

10 That Armstrong did receive adequate consideration in exchange  
11 for every property transfer in which he has been involved as  
12 alleged in the complaint.

13 RESPONSE TO REQUEST FOR ADMISSION NO. 24:

14 Denied.

15 RESPONSE TO INTERROGATORY NO. 17.1.24:

16 (a) Request No. 24.

17 (b) See Response to Interrogatory No. 17.1.16(b) [Armstrong  
18 has admitted under oath that he gave away all of his assets in  
19 August, 1990, worth in his estimation more than \$1,500,000, and  
20 that he received no monetary consideration in return. He further  
21 testified that he gave some of these assets to GAC. Investigation  
22 and Discovery into Armstrong's fraudulent transfers are  
23 continuing.].

24 (c) See Response to Interrogatory No. 17.1.16(c) [Gerald  
25 Armstrong, Michael Walton, Lorient Phippeny, a/k/a Bambi Sparks,  
26 Michael Douglas, Kima Douglas, Jerry Solvin, Iolna Dossen, Lorrie  
27 Eaton, Andrew Armstrong.].

28 (d) See Response to Interrogatory No. 17.1.16(d) [Objection.



1 Every document that CSI is aware of has already been produced to  
2 Armstrong or by Armstrong in the Main Action, or consists of the  
3 transcripts of depositions at which Armstrong and/or his attorney  
4 were present.].

5 REASON INTERROGATORY NO. 17.1.24 SHOULD BE ANSWERED:

6 See all of Armstrong's reasons above why admissions needed,  
7 and see all reasons above why interrogatories should be answered.  
8 CSI's reliance on its answers to interrogatory 17.1.16, parts (b),  
9 (c) and (d) is evasive and does not answer this interrogatory.  
10 Consideration is central to this action, and Armstrong has  
11 maintained throughout this case that he did receive adequate  
12 consideration for every transfer in which he has been involved.  
13 CSI cannot, therefore, dodge this issue, and should answer fully  
14 and directly. CSI did not produce any documents in the Los  
15 Angeles actions.

16 FORM INTERROGATORY NO. 17.1.25:

17 REQUEST FOR ADMISSION NO. 25:

18 That Armstrong has never informed anyone that he had a  
19 vendetta against plaintiff.

20 RESPONSE TO REQUEST FOR ADMISSION NO. 25:

21 Plaintiff objects to this request for admission on the  
22 grounds that it is irrelevant to the subject matter of the action.  
23 Notwithstanding this objection, plaintiff responds as follows:

24 Denied.

25 RESPONSE TO INTERROGATORY NO. 17.1.25:

26 (a) Request No. 25.

27 (b) Armstrong has, for years now, broadcast his vendetta  
28 against CSI to anyone who will listen to him. He has expressed



1 his vendetta to the courts, the press and in letters to  
2 plaintiff's counsel and others which date from June, 1991 to  
3 August, 1993. Investigation and discovery into Armstrong's  
4 vendetta are continuing.

5 (c) Gerald Armstrong, Ford Greene, Eric Lieberman, Andrew  
6 Wilson, Laurie Bartilson, Joseph Yanny, Vicki Aznaran, Richard  
7 Aznaran, John Elstead, James Rummond, Cynthia Remmers, Toby  
8 Plevin, Bent Corydon, Ed Roberts, Denise Cantin, Gary Bright,  
9 Jerry Fagelbaum, David Mayo, Sarge Gerbode, Malcolm Nothling,  
10 Jerry Whitfield, Hana Whitfield, Spanky Taylor, Kirk Seidel, Larry  
11 Wollersheim, Richard Behar, Paul Morantz, Graham Berry, Gordon  
12 Calhoun, Stuart Cutler, Anthony Laing, Kent Burtner, Margaret  
13 Singer, Daniel Leipold, Kenneth Woodward, Charles Fleming, Uwe  
14 Geertz, Steven Fishman, Robert Penney, members of the Cult  
15 Awareness Network whose identities are unknown to plaintiff but  
16 known to Armstrong, radio, television, magazine and newspaper  
17 reporters whose identities are unknown to plaintiff but known to  
18 Armstrong, and members of the general public whose identities are  
19 unknown to plaintiff.

20 (d) Objection. Every document that CSI is aware of has  
21 already been produced to Armstrong or by Armstrong in the Main  
22 Action, or consists of the transcripts of depositions at which  
23 Armstrong and/or his attorney were present.

24 REASON INTERROGATORY NO. 17.1.25 SHOULD BE ANSWERED:

25 See all of Armstrong's reasons above why admissions needed,  
26 and see all reasons above why interrogatories should be answered.  
27 CSI produced no documents to Armstrong in the Los Angeles action.  
28 This answer is non-responsive and evasive. Plaintiff states in



1 its complaint that "Armstrong had informed defendant Walton of his  
2 vendetta against plaintiff and all Churches of Scientology."  
3 Plaintiff appears to have answered another question. This  
4 interrogatory calls for exactly what facts the response is based  
5 on. Here CSI has merely reasserted that Armstrong broadcast his  
6 vendetta to anyone who would listen and provided no facts; what  
7 was said to whom when that constitutes this "vendetta?" Armstrong  
8 maintains that anything he said to anyone was only in response to  
9 CSI's vendetta. See, e.g., eighth affirmative defense (Estoppel)  
10 and ninth affirmative defense (Waiver) in Armstrong's verified  
11 answer.

12 Armstrong also maintains that it is not a vendetta he was  
13 carrying out, but carrying out the creed of a Scientologist by  
14 speaking out against the usurpation of God's Function in the  
15 world. Armstrong maintains that whatever he has said or written  
16 concerning such usurpation will show that he was carrying out that  
17 creed, and was assisting Scientology and Scientologists. See,  
18 e.g., first affirmative defense (Religion) in Armstrong's verified  
19 answer.

20 FORM INTERROGATORY NO. 17.1.26:

21 REQUEST FOR ADMISSION NO. 26:

22 That Armstrong has never had a vendetta against plaintiff.

23 RESPONSE TO REQUEST FOR ADMISSION NO. 26:

24 Plaintiff objects to this request for admission on the  
25 grounds that it is irrelevant to the subject matter of the action.  
26 Notwithstanding this objection, plaintiff responds as follows:

27 Denied.

28 RESPONSE TO INTERROGATORY NO. 17.1.26:



1 (a) Request No. 26.

2 (b) See Response to Interrogatory No. 17.1.25(b) [Armstrong  
3 has, for years now, broadcast his vendetta against CSI to anyone  
4 who will listen to him. He has expressed his vendetta to the  
5 courts, the press and in letters to plaintiff's counsel and others  
6 which date from June, 1991 to August, 1993. Investigation and  
7 discovery into Armstrong's vendetta are continuing.].

8 (c) See Response to Interrogatory No. 17.1.25(c) [Gerald  
9 Armstrong, Ford Greene, Eric Lieberman, Andrew Wilson, Laurie  
10 Bartilson, Joseph Yanny, Vicki Aznaran, Richard Aznaran, John  
11 Elstead, James Rummond, Cynthia Remmers, Toby Plevin, Bent  
12 Corydon, Ed Roberts, Denise Cantin, Gary Bright, Jerry Fagelbaum,  
13 David Mayo, Sarge Gerbode, Malcolm Nothling, Jerry Whitfield, Hana  
14 Whitfield, Spanky Taylor, Kirk Seidel, Larry Wollersheim, Richard  
15 Behar, Paul Morantz, Graham Berry, Gordon Calhoun, Stuart Cutler,  
16 Anthony Laing, Kent Burtner, Margaret Singer, Daniel Leipold,  
17 Kenneth Woodward, Charles Fleming, Uwe Geertz, Steven Fishman,  
18 Robert Penney, members of the Cult Awareness Network whose  
19 identities are unknown to plaintiff but known to Armstrong, radio,  
20 television, magazine and newspaper reporters whose identities are  
21 unknown to plaintiff but known to Armstrong, and members of the  
22 general public whose identities are unknown to plaintiff.].

23 (d) See Response to Interrogatory No. 17.1.25(d) [Objection.  
24 Every document that CSI is aware of has already been produced to  
25 Armstrong or by Armstrong in the Main Action, or consists of the  
26 transcripts of depositions at which Armstrong and/or his attorney  
27 were present.].

28 REASON INTERROGATORY NO. 17.1.26 SHOULD BE ANSWERED:



1 See all of Armstrong's reasons above why admissions needed,  
2 and see all reasons above why interrogatories should be answered.  
3 See particularly reason why interrogatory 17.1.25 should be  
4 answered. This answer is evasive and non-responsive.

5 FORM INTERROGATORY NO. 17.1.29:

6 REQUEST FOR ADMISSION NO. 29:

7 That Armstrong received reasonably equivalent value in  
8 exchange for his interest in any assets he transferred at any  
9 time.

10 RESPONSE TO REQUEST FOR ADMISSION NO. 29:

11 Denied.

12 RESPONSE TO INTERROGATORY NO. 17.1.29:

13 (a) Request No. 29.

14 (b) See Response to Interrogatory No. 17.1.16(b) [Armstrong  
15 has admitted under oath that he gave away all of his assets in  
16 August, 1990, worth in his estimation more than \$1,500,000, and  
17 that he received no monetary consideration in return. He further  
18 testified that he gave some of these assets to GAC. Investigation  
19 and Discovery into Armstrong's fraudulent transfers are  
20 continuing.].

21 (c) See Response to Interrogatory No. 17.1.16(c) [Gerald  
22 Armstrong, Michael Walton, Lorient Phippeny, a/k/a Bambi Sparks,  
23 Michael Douglas, Kima Douglas, Jerry Solvin, Iolna Dossen, Lorrie  
24 Eaton, Andrew Armstrong.].

25 (d) See Response to Interrogatory No. 17.1.16(d)  
26 [uObjection. Every document that CSI is aware of has already been  
27 produced to Armstrong or by Armstrong in the Main Action, or  
28 consists of the transcripts of depositions at which Armstrong



1 and/or his attorney were present.].

2 REASON INTERROGATORY NO. 17.1.29 SHOULD BE ANSWERED:

3 See all of Armstrong's reasons above why admissions needed,  
4 and see all reasons above why interrogatories should be answered.  
5 Plaintiff's answer is non-responsive and evasive. Armstrong  
6 testified that he transferred his assets in August, 1990 because  
7 he was guided by God to do so. What facts, therefore, does CSI  
8 have on which it bases its allegation that the exchange Armstrong  
9 received was not reasonably equivalent. Armstrong has maintained  
10 that what he received in exchange is beyond price. What facts  
11 does CSI have which show that this is not the case? Who does CSI  
12 have as a witness to its charge that what Armstrong received in  
13 exchange for his transfers of property was not beyond price? What  
14 documents does CSI know of that show that what Armstrong received  
15 in exchange was not reasonably equivalent? CSI cannot merely not  
16 respond by pretending that the only thing in the world of value is  
17 money. Armstrong has maintained throughout this action that his  
18 1988 transfer of his office equipment and certain works and rights  
19 to TGAC for 100% ownership of TGAC was a matter of reasonable  
20 fiscal equivalency. CSI has provided no facts on which it bases  
21 its allegation that this was a transfer without reasonable  
22 exchange. CSI produced no documents to Armstrong in the Los  
23 Angeles actions. CSI should answer this interrogatory fully and  
24 directly.

25 FORM INTERROGATORY NO. 17.1.30:

26 REQUEST FOR ADMISSION NO. 30:

27 That The Gerald Armstrong Corporation is not a sham  
28 corporation.



1        RESPONSE TO REQUEST FOR ADMISSION NO. 30:

2        Denied.

3        RESPONSE TO INTERROGATORY NO. 17.1.30:

4        (a)    Request No. 30.

5        (b)    Armstrong owns GA and controls it as his alter ego.

6    Armstrong created the Gerald Armstrong Corporation ("GA") in 1990  
7    as his alter ego. He is GA's sole officer and its sole employee.  
8    GA has one bank account, and Armstrong is the sole signatory of  
9    that bank account. The bank account comprises GAC's only cash  
10   asset. Since GAC's incorporation there has been only one  
11   shareholder's meeting, in 1991. Gerald Armstrong was present at  
12   that meeting. Armstrong has estimated the value of GAC's non-cash  
13   assets to be \$1,000,000,000. These assets consist of inventions,  
14   writings and art work of Armstrong. Investigation and discovery  
15   into the sham nature of GAC are continuing.

16        (c)    Gerald Armstrong, Ford Greene, Andrew Armstrong, Michael  
17    Walton, Tom McPherson, Joseph Yanny, Toby Plevin, Michael Douglas,  
18    Kima Douglas, Anthony Armstrong, Lorient Phippeny a/k/a Bambi  
19    Sparks, Nancy Rodes, Michael Dick, Trevor Dick, Colin Dick.

20        (d)    Objection. Every document that CSI is aware of has  
21    already been produced to Armstrong or by Armstrong in the Main  
22    Action, or consists of the transcripts of depositions at which  
23    Armstrong and/or his attorney were present.

24        REASON INTERROGATORY NO. 17.1.30 SHOULD BE ANSWERED:

25        See all of Armstrong's reasons above why admissions needed,  
26    and see all reasons above why interrogatories should be answered.  
27    This answer is unacceptable. None of the "facts" plaintiff has  
28    stated here are in any way related to any "sham." No documents



1 were produced by plaintiff to Armstrong in the Los Angeles action,  
2 and whatever documents CSI is aware of that support its response  
3 should be specified and listed out. CSI should answer this  
4 interrogatory truthfully, directly and completely.

5 FORM INTERROGATORY NO. 17.1.31:

6 REQUEST FOR ADMISSION NO. 31:

7 That The Gerald Armstrong Corporation does not exist solely  
8 so that Armstrong may be judgment proof.

9 RESPONSE TO REQUEST FOR ADMISSION NO. 31:

10 Denied.

11 RESPONSE TO INTERROGATORY NO. 17.1.31:

12 (a) Request No. 31.

13 (b) See Response to Interrogatory No. 17.1.30(b) [Armstrong  
14 owns GA and controls it as his alter ego. Armstrong created the  
15 Gerald Armstrong Corporation ("GA") in 1990 as his alter ego. He  
16 is GA's sole officer and its sole employee. GA has one bank  
17 account, and Armstrong is the sole signatory of that bank account.  
18 The bank account comprises GAC's only cash asset. Since GAC's  
19 incorporation there has been only one shareholder's meeting, in  
20 1991. Gerald Armstrong was present at that meeting. Armstrong  
21 has estimated the value of GAC's non-cash assets to be  
22 \$1,000,000,000. These assets consist of inventions, writings and  
23 art work of Armstrong. Investigation and discovery into the sham  
24 nature of GAC are continuing.].

25 (c) See Response to Interrogatory No. 17.1.30(c) [Gerald  
26 Armstrong, Ford Greene, Andrew Armstrong, Michael Walton, Tom  
27 McPherson, Joseph Yanny, Toby Plevin, Michael Douglas, Kima  
28 Douglas, Anthony Armstrong, Lorient Phippeny a/k/a Bambi Sparks,



1 Nancy Rodes, Michael Dick, Trevor Dick, Colin Dick.].

2 (d) See Response to Interrogatory No. 17.1.30(d) [Objection.  
3 Every document that CSI is aware of has already been produced to  
4 Armstrong or by Armstrong in the Main Action, or consists of the  
5 transcripts of depositions at which Armstrong and/or his attorney  
6 were present.].

7 REASON INTERROGATORY NO. 17.1.31 SHOULD BE ANSWERED:

8 See all of Armstrong's reasons above why admissions needed,  
9 and see all reasons above why interrogatories should be answered.  
10 This answer is unacceptable. None of the "facts" plaintiff has  
11 stated in response to interrogatory no. 17.1.30 above are in any  
12 way related to TGAC existing solely to make Armstrong judgment  
13 proof. No documents were produced by plaintiff to Armstrong in  
14 the Los Angeles action, and whatever documents CSI is aware of  
15 that support its response should be specified and listed out. CSI  
16 should answer this interrogatory truthfully, directly and  
17 completely.

18 FORM INTERROGATORY NO. 17.1.32:

19 REQUEST FOR ADMISSION NO. 32:

20 That Armstrong has never knowingly conspired with anyone at  
21 any time named in the complaint to engage in conduct hindering,  
22 delaying and defrauding plaintiff in the collection of its  
23 damages, whether real or not.

24 RESPONSE TO REQUEST FOR ADMISSION NO. 32:

25 Denied.

26 RESPONSE TO INTERROGATORY NO. 17.1.32:

27 (a) Request No. 32.

28 (b) See Responses to Interrogatory Nos. 17.1.14(b)



1 [Armstrong's fear of collection actions may be reasonably inferred  
2 from his actions and statements at the time that he conveyed his  
3 assets and subsequent to that time.], 17.1.15(b) [In or about  
4 August, 1990, fearing collection actions by CSI because of his  
5 past and anticipated breaches of the Agreement, Armstrong conveyed  
6 real property, cash, and personal property to the Gerald Armstrong  
7 Corporation ("GA"), Michael Walton, Lorianne Phippeny, a/k/a Bambi  
8 Sparks, Michael Douglas, and Kima Douglas. He also forgave  
9 substantial debts owed to him by Jerry Solvin, Michael Walton,  
10 Iolna Dossen, Lorrie Eaton and Andrew Armstrong. Investigation  
11 into Armstrong's fraudulent transfers are continuing.] and  
12 17.1.30(b) [Armstrong owns GA and controls it as his alter ego.  
13 Armstrong created the Gerald Armstrong Corporation ("GA") in 1990  
14 as his alter ego. He is GA's sole officer and its sole employee.  
15 GA has one bank account, and Armstrong is the sole signatory of  
16 that bank account. The bank account comprises GAC's only cash  
17 asset. Since GAC's incorporation there has been only one  
18 shareholder's meeting, in 1991. Gerald Armstrong was present at  
19 that meeting. Armstrong has estimated the value of GAC's non-cash  
20 assets to be \$1,000,000,000. These assets consist of inventions,  
21 writings and art work of Armstrong. Investigation and discovery  
22 into the sham nature of GAC are continuing.].

23 (c) See Responses to Interrogatory Nos. 17.1.14(c) [See  
24 response to Interrogatory 17.1.1(c) [According to Armstrong, the  
25 following persons received service of the documents referred to in  
26 (b) (1) and (2), supra, and so are aware of Armstrong's breaches.  
27 Their addresses are all known to Armstrong: Gerald Armstrong;  
28 Toby L. Plevin; Eric M. Lieberman; Michael Lee Hertzberg; Michael



1 J. Flynn; Julia Dragojevic; Bowles & Moxon; Paul Morantz; the  
2 court personnel of the Court of Appeal and the Los Angeles  
3 Superior Court, whose names are presently unknown to plaintiff;  
4 Lorienne Phippeny, a/k/a Bambi Sparks; Barry Van Sickle. In  
5 addition, Armstrong is aware of each of the breaches alleged in  
6 the Second Amended Complaint, and each of the persons  
7 knowledgeable about those breaches, including their addresses.  
8 They include: Joseph Yanny, Vicki Aznaran, Richard Aznaran, Ford  
9 Greene, John Elstead, James Rummond, Cynthia Remmers, Toby Plevin,  
10 Bent Corydon, Ed Roberts, Denise Cantin, Gary Bright, Jerry  
11 Fagelbaum, David Mayo, Sarge Gerbode, Malcolm Nothling, Jerry  
12 Whitfield, Hana Whitfield, Spanky Taylor, Kirk Seidel, Larry  
13 Wollersheim, Richard Behar, Paul Morantz, Graham Berry, Gordon  
14 Calhoun, Stuart Cutler, Anthony Laing, Kent Burtner, Margaret  
15 Singer, Daniel Leipold, Kenneth Woodward, Charles Fleming, Robert  
16 Penney and Uwe Geertz.].], 17.1.15(c) [Gerald Armstrong, Michael  
17 Walton, Lorienne Phippeny, a/k/a Bambi Sparks, Michael Douglas,  
18 Kima Douglas, Jerry Solvin, Iolna Dossen, Lorrie Eaton, Andrew  
19 Armstrong.] and 17.1.30(c) [Gerald Armstrong, Ford Greene, Andrew  
20 Armstrong, Michael Walton, Tom McPherson, Joseph Yanny, Toby  
21 Plevin, Michael Douglas, Kima Douglas, Anthony Armstrong, Lorienne  
22 Phippeny a/k/a Bambi Sparks, Nancy Rodes, Michael Dick, Trevor  
23 Dick, Colin Dick.].

24 (d) See Responses to Interrogatory Nos. 17.1.14(d) [See  
25 response to Interrogatories 17.1.1(d) [The documents evidencing  
26 Armstrong's breaches consist of documents created by Armstrong,  
27 including letters, declarations, "treatments," briefs and other  
28 documents, all of which are in the possession of Armstrong and/or



1 his counsel; the transcripts of every deposition taken in the Main  
2 Action; and transcripts of the deposition of Armstrong in the case  
3 of Hunziker v. Applied Materials, Santa Clara Superior Court, Case  
4 No. 692629, together with the documents produced by Armstrong in  
5 that case, which are in the possession of John Elstead and Cynthia  
6 Remmers, whose addresses are known to Armstrong.] and 17.1.2(d)  
7 [Deposition of Gerald Armstrong, June 24, 1993, in the Main  
8 Action; Declaration of Gerald Armstrong dated December 25, 1990;  
9 Declaration of Gerald Armstrong dated November 17, 1991;  
10 Declaration of Gerald Armstrong dated March 16, 1992.].],  
11 17.1.15(d) [See response to Interrogatory 9.2 [The documents which  
12 support the existence of the damages claimed in interrogatory 9.1  
13 are:

14 Transcripts of the deposition testimony of defendants  
15 Armstrong and Walton in this action and in the Main Action;  
16 documents produced by defendants in this action; and documents in  
17 the possession of Marin County as public records.].] and  
18 17.1.30(d) [Objection. Every document that CSI is aware of has  
19 already been produced to Armstrong or by Armstrong in the Main  
20 Action, or consists of the transcripts of depositions at which  
21 Armstrong and/or his attorney were present.].

22 REASON INTERROGATORY NO. 17.1.32 SHOULD BE ANSWERED:

23 See all of Armstrong's reasons above why admissions needed,  
24 and see all reasons above why interrogatories should be answered.  
25 CSI's answer is non-responsive and evasive. It has produced no  
26 documents to Armstrong in the Los Angeles actions. This  
27 interrogatory focuses on CSI's charge in its complaint that  
28 Armstrong conspired with persons to hinder, delay and defraud CSI.



1 CSI here has merely listed Armstrong's acts pursuant to  
2 Scientology's own creed which he took to expose the usurpation of  
3 God's Function. CSI should answer this interrogatory concerning  
4 conspiracy to do something other than what was done pursuant to  
5 Scientology's creed, and it should answer fully and directly.

6 FORM INTERROGATORY NO. 17.1.33:

7 REQUEST FOR ADMISSION NO. 33:

8 That Armstrong did not at any time do any of the things  
9 alleged by plaintiff in its complaint intentionally, willfully,  
10 fraudulently and/or maliciously to defraud and oppress plaintiff.

11 RESPONSE TO REQUEST FOR ADMISSION NO. 33:

12 Denied.

13 RESPONSE TO INTERROGATORY NO. 17.1.33:

14 (a) Request No. 33.

15 (b) See Responses to Interrogatory Nos. 17.1.14(b)

16 [Armstrong's fear of collection actions may be reasonably inferred  
17 from his actions and statements at the time that he conveyed his  
18 assets and subsequent to that time.], 17.1.15(b) [In or about  
19 August, 1990, fearing collection actions by CSI because of his  
20 past and anticipated breaches of the Agreement, Armstrong conveyed  
21 real property, cash, and personal property to the Gerald Armstrong  
22 Corporation ("GA"), Michael Walton, Lorient Phippeny, a/k/a Bambi  
23 Sparks, Michael Douglas, and Kima Douglas. He also forgave  
24 substantial debts owed to him by Jerry Solvin, Michael Walton,  
25 Iolna Dossen, Lorrie Eaton and Andrew Armstrong. Investigation  
26 into Armstrong's fraudulent transfers are continuing.], 17.1.19(b)  
27 [See Response to Interrogatory 17.1.1(b) [The facts supporting  
28 Armstrong's breaches of the settlement agreement of December, 1986



1 (the "Agreement") from February 1990 to the present, are legion,  
2 and need not be recounted in their entirety by plaintiff as  
3 Armstrong has already admitted to them in the underlying action,  
4 in his answer to the complaint, in papers filed with the court, in  
5 declaration after declaration, and in deposition. Plaintiff  
6 objects that Armstrong's attempt to force plaintiff to recite all  
7 of these facts again here is burdensome, oppressive and interposed  
8 only to harass. Nonetheless, plaintiff states that Armstrong  
9 began a series of actions to breach the Agreement in February,  
10 1990 by:

11 1. On February 10, 1990, filing a petition with the Second  
12 District Court of Appeal seeking leave to oppose the Church's  
13 appeal in violation of the Agreement;

14 2. On February 21, 1990, petitioning the Court of Appeal  
15 for permission to file a brief in a case involving a third party's  
16 attempt to unseal the records of the underlying action, and  
17 attaching a copy of the Agreement, in violation of the Agreement;

18 3. On March 6, 1990, voluntarily appearing in Los Angeles  
19 Superior Court and attempting to testify against plaintiff and  
20 others in a case involving a third party, in violation of the  
21 Agreement.

22 Additional actions by Armstrong in violation of the  
23 Agreement, which constitute a series, are described in the Second  
24 Amended Complaint filed in Church of Scientology International v.  
25 Armstrong, Los Angeles Superior Court, Case No. BC 052395 (the  
26 "Main Action"), a copy of which is attached hereto and  
27 incorporated herein by reference. Investigation and discovery  
28 into Armstrong's breaches are continuing.]. In addition,



1 Armstrong has admitted in deposition in the Main Action that he  
2 began meeting with anti-church litigants, their attorneys and  
3 their representatives as early as 1988 to aid them in litigation  
4 against CSI and/or related entities, in violation of the  
5 Agreement. Since 1988, Armstrong has sent multiple letters to CSI  
6 and its attorneys, attempting to extort CSI into paying him still  
7 more money by threatening CSI that he will spread still more lies  
8 about CSI and related entities, and engage in further breaches of  
9 the Agreement if CSI does not pay him. CSI naturally considers  
10 this activity to be the harassment that it is. Investigation and  
11 discovery into Armstrong's harassment are continuing.], 17.1.25(b)  
12 [Armstrong has, for years now, broadcast his vendetta against CSI  
13 to anyone who will listen to him. He has expressed his vendetta  
14 to the courts, the press and in letters to plaintiff's counsel and  
15 others which date from June, 1991 to August, 1993. Investigation  
16 and discovery into Armstrong's vendetta are continuing.] and  
17 17.1.30(b) [Armstrong owns GA and controls it as his alter ego.  
18 Armstrong created the Gerald Armstrong Corporation ("GACU") in  
19 1990 as his alter ego. He is GA's sole officer and its sole  
20 employee. GA has one bank account, and Armstrong is the sole  
21 signatory of that bank account. The bank account comprises GAC's  
22 only cash asset. Since GAC's incorporation there has been only  
23 one shareholder's meeting, in 1991. Gerald Armstrong was present  
24 at that meeting. Armstrong has estimated the value of GAC's non-  
25 cash assets to be \$1,000,000,000. These assets consist of  
26 inventions, writings and art work of Armstrong. Investigation and  
27 discovery into the sham nature of GAC are continuing.].

28 (c) See Responses to Interrogatory Nos. 17.1.14(c) [See



1 response to Interrogatory 17.1.1(c) [According to Armstrong, the  
2 following persons received service of the documents referred to in  
3 (b) (1) and (2), supra, and so are aware of Armstrong's breaches.  
4 Their addresses are all known to Armstrong: Gerald Armstrong;  
5 Toby L. Plevin; Eric M. Lieberman; Michael Lee Hertzberg; Michael  
6 J. Flynn; Julia Dragojevic; Bowles & Moxon; Paul Morantz; the  
7 court personnel of the Court of Appeal and the Los Angeles  
8 Superior Court, whose names are presently unknown to plaintiff;  
9 Lorientne Phippeny, a/k/a Bambi Sparks; Barry Van Sickle. In  
10 addition, Armstrong is aware of each of the breaches alleged in  
11 the Second Amended Complaint, and each of the persons  
12 knowledgeable about those breaches, including their addresses.  
13 They include: Joseph Yanny, Vicki Aznaran, Richard Aznaran, Ford  
14 Greene, John Elstead, James Rummond, Cynthia Remmers, Toby Plevin,  
15 Bent Corydon, Ed Roberts, Denise Cantin, Gary Bright, Jerry  
16 Fagelbaum, David Mayo, Sarge Gerbode, Malcolm Nothling, Jerry  
17 Whitfield, Hana Whitfield, Spanky Taylor, Kirk Seidel, Larry  
18 Wollersheim, Richard Behar, Paul Morantz, Graham Berry, Gordon  
19 Calhoun, Stuart Cutler, Anthony Laing, Kent Burtner, Margaret  
20 Singer, Daniel Leipold, Kenneth Woodward, Charles Fleming, Robert  
21 Penney and Uwe Geertz.].], 17.1.15(c) [Gerald Armstrong, Michael  
22 Walton, Lorientne Phippeny, a/k/a Bambi Sparks, Michael Douglas,  
23 Kima Douglas, Jerry Solvin, Iolna Dossen, Lorrie Eaton, Andrew  
24 Armstrong.], 17.1.19(c) [See Response to Interrogatory No.  
25 17.1.1(c)[According to Armstrong, the following persons received  
26 service of the documents referred to in (b) (1) and (2), supra,  
27 and so are aware of Armstrong's breaches. Their addresses are all  
28 known to Armstrong: Gerald Armstrong; Toby L. Plevin; Eric M.



1 Lieberman; Michael Lee Hertzberg; Michael J. Flynn; Julia  
2 Dragojevic; Bowles & Moxon; Paul Morantz; the court personnel of  
3 the Court of Appeal and the Los Angeles Superior Court, whose  
4 names are presently unknown to plaintiff; Lorienne Phippeny, a/k/a  
5 Bambi Sparks; Barry Van Sickle. In addition, Armstrong is aware  
6 of each of the breaches alleged in the Second Amended Complaint,  
7 and each of the persons knowledgeable about those breaches,  
8 including their addresses. They include: Joseph Yanny, Vicki  
9 Aznaran, Richard Aznaran, Ford Greene, John Elstead, James  
10 Rummond, Cynthia Remmers, Toby Plevin, Bent Corydon, Ed Roberts,  
11 Denise Cantin, Gary Bright, Jerry Fagelbaum, David Mayo, Sarge  
12 Gerbode, Malcolm Nothling, Jerry Whitfield, Hana Whitfield, Spanky  
13 Taylor, Kirk Seidel, Larry Wollersheim, Richard Behar, Paul  
14 Morantz, Graham Berry, Gordon Calhoun, Stuart Cutler, Anthony  
15 Laing, Kent Burtner, Margaret Singer, Daniel Leipold, Kenneth  
16 Woodward, Charles Fleming, Robert Penney and Uwe Geertz.].],  
17 17.1.25(c) [Gerald Armstrong, Ford Greene, Eric Lieberman, Andrew  
18 Wilson, Laurie Bartilson, Joseph Yanny, Vicki Aznaran, Richard  
19 Aznaran, John Elstead, James Rummond, Cynthia Remmers, Toby  
20 Plevin, Bent Corydon, Ed Roberts, Denise Cantin, Gary Bright,  
21 Jerry Fagelbaum, David Mayo, Sarge Gerbode, Malcolm Nothling,  
22 Jerry Whitfield, Hana Whitfield, Spanky Taylor, Kirk Seidel, Larry  
23 Wollersheim, Richard Behar, Paul Morantz, Graham Berry, Gordon  
24 Calhoun, Stuart Cutler, Anthony Laing, Kent Burtner, Margaret  
25 Singer, Daniel Leipold, Kenneth Woodward, Charles Fleming, Uwe  
26 Geertz, Steven Fishman, Robert Penney, members of the Cult  
27 Awareness Network whose identities are unknown to plaintiff but  
28 known to Armstrong, radio, television, magazine and newspaper



1 reporters whose identities are unknown to plaintiff but known to  
2 Armstrong, and members of the general public whose identities are  
3 unknown to plaintiff.] and 17.1.30(c) [Gerald Armstrong, Ford  
4 Greene, Andrew Armstrong, Michael Walton, Tom McPherson, Joseph  
5 Yanny, Toby Plevin, Michael Douglas, Kima Douglas, Anthony  
6 Armstrong, Lorient Phippeny a/k/a Bambi Sparks, Nancy Rodes,  
7 Michael Dick, Trevor Dick, Colin Dick.].

8 (d) See Responses to Interrogatory Nos. 17.1.14(d) [See  
9 response to Interrogatories 17.1.1(d) [The documents evidencing  
10 Armstrong's breaches consist of documents created by Armstrong,  
11 including letters, declarations, "treatments," briefs and other  
12 documents, all of which are in the possession of Armstrong and/or  
13 his counsel; the transcripts of every deposition taken in the Main  
14 Action; and transcripts of the deposition of Armstrong in the case  
15 of Hunziker v. Applied Materials, Santa Clara Superior Court, Case  
16 No. 692629, together with the documents produced by Armstrong in  
17 that case, which are in the possession of John Elstead and Cynthia  
18 Remmers, whose addresses are known to Armstrong.] and 17.1.2(d)  
19 [Deposition of Gerald Armstrong, June 24, 1993, in the Main  
20 Action; Declaration of Gerald Armstrong dated December 25, 1990;  
21 Declaration of Gerald Armstrong dated November 17, 1991;  
22 Declaration of Gerald Armstrong dated March 16, 1992.].],  
23 17.1.15(d) [See response to Interrogatory 9.2 [The documents which  
24 support the existence of the damages claimed in interrogatory 9.1  
25 are:

26 Transcripts of the deposition testimony of defendants  
27 Armstrong and Walton in this action and in the Main Action;  
28 documents produced by defendants in this action; and documents in



1 the possession of Marin County as public records.].], 17.1.19(d)  
2 [See Response to Interrogatory No. 17.1.1(d) [The documents  
3 evidencing Armstrong's breaches consist of documents created by  
4 Armstrong, including letters, declarations, "treatments," briefs  
5 and other documents, all of which are in the possession of  
6 Armstrong and/or his counsel; the transcripts of every deposition  
7 taken in the Main Action; and transcripts of the deposition of  
8 Armstrong in the case of Hunziker v. Applied Materials, Santa  
9 Clara Superior Court, Case No. 692629, together with the documents  
10 produced by Armstrong in that case, which are in the possession of  
11 John Elstead and Cynthia Remmers, whose addresses are known to  
12 Armstrong.].], 17.1.25(d) [Objection. Every document that CSI is  
13 aware of has already been produced to Armstrong or by Armstrong in  
14 the Main Action, or consists of the transcripts of depositions at  
15 which Armstrong and/or his attorney were present.] and 17.1.30(d)  
16 [Objection. Every document that CSI is aware of has already been  
17 produced to Armstrong or by Armstrong in the Main Action, or  
18 consists of the transcripts of depositions at which Armstrong  
19 and/or his attorney were present.].

20 REASON INTERROGATORY NO. 17.1.33 SHOULD BE ANSWERED:

21 See all of Armstrong's reasons above why admissions needed,  
22 and see all reasons above why interrogatories should be answered.  
23 The language of this interrogatory comes directly from CSI's  
24 complaint. (P. 13, l. 14 -l. 17) CSI's answer is non-responsive  
25 and evasive. A mere listing of alleged acts by Armstrong is  
26 unacceptable. How is each oppressive of plaintiff? How does each  
27 defraud plaintiff? How is each wilful, rather than responsive to  
28 Scientology's attacks on Armstrong? Who is knowledgeable about



1 such "wilfulness, " "oppression," etc.? On what documents does  
2 CSI support an actual response to the actual question? CSI should  
3 answer fully and directly.

4 FORM INTERROGATORY NO. 17.1.34:

5 REQUEST FOR ADMISSION NO. 34:

6 That plaintiff is not entitled to any exemplary or punitive  
7 damages in any sum whatsoever against Armstrong.

8 RESPONSE TO REQUEST FOR ADMISSION NO. 34:

9 Denied.

10 RESPONSE TO INTERROGATORY NO. 17.1.34:

11 (a) Request No. 34.

12 (b) See Response to Interrogatory No. 17.1.33(b) [See  
13 Responses to Interrogatory Nos. 17.1.14(b) [Armstrong's fear of  
14 collection actions may be reasonably inferred from his actions and  
15 statements at the time that he conveyed his assets and subsequent  
16 to that time.], 17.1.15(b) [In or about August, 1990, fearing  
17 collection actions by CSI because of his past and anticipated  
18 breaches of the Agreement, Armstrong conveyed real property, cash,  
19 and personal property to the Gerald Armstrong Corporation ("GA"),  
20 Michael Walton, Lorient Phippeny, a/k/a Bambi Sparks, Michael  
21 Douglas, and Kima Douglas. He also forgave substantial debts owed  
22 to him by Jerry Solvin, Michael Walton, Iolna Dossen, Lorrie Eaton  
23 and Andrew Armstrong. Investigation into Armstrong's fraudulent  
24 transfers are continuing.], 17.1.19(b) [See Response to  
25 Interrogatory 17.1.1(b) [The facts supporting Armstrong's breaches  
26 of the settlement agreement of December, 1986 (the "Agreement")  
27 from February 1990 to the present, are legion, and need not be  
28 recounted in their entirety by plaintiff as Armstrong has already



1 admitted to them in the underlying action, in his answer to the  
2 complaint, in papers filed with the court, in declaration after  
3 declaration, and in deposition. Plaintiff objects that  
4 Armstrong's attempt to force plaintiff to recite all of these  
5 facts again here is burdensome, oppressive and interposed only to  
6 harass. Nonetheless, plaintiff states that Armstrong began a  
7 series of actions to breach the Agreement in February, 1990 by:

8 1. On February 10, 1990, filing a petition with the Second  
9 District Court of Appeal seeking leave to oppose the Church's  
10 appeal in violation of the Agreement;

11 2. On February 21, 1990, petitioning the Court of Appeal  
12 for permission to file a brief in a case involving a third party's  
13 attempt to unseal the records of the underlying action, and  
14 attaching a copy of the Agreement, in violation of the Agreement;

15 3. On March 6, 1990, voluntarily appearing in Los Angeles  
16 Superior Court and attempting to testify against plaintiff and  
17 others in a case involving a third party, in violation of the  
18 Agreement.

19 Additional actions by Armstrong in violation of the  
20 Agreement, which constitute a series, are described in the Second  
21 Amended Complaint filed in Church of Scientology International v.  
22 Armstrong, Los Angeles Superior Court, Case No. BC 052395 (the  
23 "Main Action"), a copy of which is attached hereto and  
24 incorporated herein by reference. Investigation and discovery  
25 into Armstrong's breaches are continuing.]. In addition,  
26 Armstrong has admitted in deposition in the Main Action that he  
27 began meeting with anti-church litigants, their attorneys and  
28 their representatives as early as 1988 to aid them in litigation



1 against CSI and/or related entities, in violation of the  
2 Agreement. Since 1988, Armstrong has sent multiple letters to CSI  
3 and its attorneys, attempting to extort CSI into paying him still  
4 more money by threatening CSI that he will spread still more lies  
5 about CSI and related entities, and engage in further breaches of  
6 the Agreement if CSI does not pay him. CSI naturally considers  
7 this activity to be the harassment that it is. Investigation and  
8 discovery into Armstrong's harassment are continuing.], 17.1.25(b)  
9 [Armstrong has, for years now, broadcast his vendetta against CSI  
10 to anyone who will listen to him. He has expressed his vendetta  
11 to the courts, the press and in letters to plaintiff's counsel and  
12 others which date from June, 1991 to August, 1993. Investigation  
13 and discovery into Armstrong's vendetta are continuing.] and  
14 17.1.30(b) [Armstrong owns GA and controls it as his alter ego.  
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17 GA has one bank account, and Armstrong is the sole signatory of  
18 that bank account. The bank account comprises GAC's only cash  
19 asset. Since GAC's incorporation there has been only one  
20 shareholder's meeting, in 1991. Gerald Armstrong was present at  
21 that meeting. Armstrong has estimated the value of GAC's non-cash  
22 assets to be \$1,000,000,000. These assets consist of inventions,  
23 writings and art work of Armstrong. Investigation and discovery  
24 into the sham nature of GAC are continuing.].].

25 (c) See Response to Interrogatory No. 17.1.33(c) [See  
26 Responses to Interrogatory Nos. 17.1.14(c) [See response to  
27 Interrogatory 17.1.1(c) [According to Armstrong, the following  
28 persons received service of the documents referred to in (b) (1)



1 and (2), supra, and so are aware of Armstrong's breaches. Their  
2 addresses are all known to Armstrong: Gerald Armstrong; Toby L.  
3 Plevin; Eric M. Lieberman; Michael Lee Hertzberg; Michael J.  
4 Flynn; Julia Dragojevic; Bowles & Moxon; Paul Morantz; the court  
5 personnel of the Court of Appeal and the Los Angeles Superior  
6 Court, whose names are presently unknown to plaintiff; Lorientne  
7 Phippeny, a/k/a Bambi Sparks; Barry Van Sickle. In addition,  
8 Armstrong is aware of each of the breaches alleged in the Second  
9 Amended Complaint, and each of the persons knowledgeable about  
10 those breaches, including their addresses. They include: Joseph  
11 Yanny, Vicki Aznaran, Richard Aznaran, Ford Greene, John Elstead,  
12 James Rummond, Cynthia Remmers, Toby Plevin, Bent Corydon, Ed  
13 Roberts, Denise Cantin, Gary Bright, Jerry Fagelbaum, David Mayo,  
14 Sarge Gerbode, Malcolm Nothling, Jerry Whitfield, Hana Whitfield,  
15 Spanky Taylor, Kirk Seidel, Larry Wollersheim, Richard Behar, Paul  
16 Morantz, Graham Berry, Gordon Calhoun, Stuart Cutler, Anthony  
17 Laing, Kent Burtner, Margaret Singer, Daniel Leipold, Kenneth  
18 Woodward, Charles Fleming, Robert Penney and Uwe Geertz.].],  
19 17.1.15(c) [Gerald Armstrong, Michael Walton, Lorientne Phippeny,  
20 a/k/a Bambi Sparks, Michael Douglas, Kima Douglas, Jerry Solvin,  
21 Iolna Dossen, Lorrie Eaton, Andrew Armstrong.], 17.1.19(c) [See  
22 Response to Interrogatory No. 17.1.1(c)[According to Armstrong,  
23 the following persons received service of the documents referred  
24 to in (b) (1) and (2), supra, and so are aware of Armstrong's  
25 breaches. Their addresses are all known to Armstrong: Gerald  
26 Armstrong; Toby L. Plevin; Eric M. Lieberman; Michael Lee  
27 Hertzberg; Michael J. Flynn; Julia Dragojevic; Bowles & Moxon;  
28 Paul Morantz; the court personnel of the Court of Appeal and the



1 Los Angeles Superior Court, whose names are presently unknown to  
2 plaintiff; Lorient Phippeny, a/k/a Bambi Sparks; Barry Van  
3 Sickel. In addition, Armstrong is aware of each of the breaches  
4 alleged in the Second Amended Complaint, and each of the persons  
5 knowledgeable about those breaches, including their addresses.  
6 They include: Joseph Yanny, Vicki Aznaran, Richard Aznaran, Ford  
7 Greene, John Elstead, James Rummond, Cynthia Remmers, Toby Plevin,  
8 Bent Corydon, Ed Roberts, Denise Cantin, Gary Bright, Jerry  
9 Fagelbaum, David Mayo, Sarge Gerbode, Malcolm Nothling, Jerry  
10 Whitfield, Hana Whitfield, Spanky Taylor, Kirk Seidel, Larry  
11 Wollersheim, Richard Behar, Paul Morantz, Graham Berry, Gordon  
12 Calhoun, Stuart Cutler, Anthony Laing, Kent Burtner, Margaret  
13 Singer, Daniel Leipold, Kenneth Woodward, Charles Fleming, Robert  
14 Penney and Uwe Geertz.].], 17.1.25(c) [Gerald Armstrong, Ford  
15 Greene, Eric Lieberman, Andrew Wilson, Laurie Bartilson, Joseph  
16 Yanny, Vicki Aznaran, Richard Aznaran, John Elstead, James  
17 Rummond, Cynthia Remmers, Toby Plevin, Bent Corydon, Ed Roberts,  
18 Denise Cantin, Gary Bright, Jerry Fagelbaum, David Mayo, Sarge  
19 Gerbode, Malcolm Nothling, Jerry Whitfield, Hana Whitfield, Spanky  
20 Taylor, Kirk Seidel, Larry Wollersheim, Richard Behar, Paul  
21 Morantz, Graham Berry, Gordon Calhoun, Stuart Cutler, Anthony  
22 Laing, Kent Burtner, Margaret Singer, Daniel Leipold, Kenneth  
23 Woodward, Charles Fleming, Uwe Geertz, Steven Fishman, Robert  
24 Penney, members of the Cult Awareness Network whose identities are  
25 unknown to plaintiff but known to Armstrong, radio, television,  
26 magazine and newspaper reporters whose identities are unknown to  
27 plaintiff but known to Armstrong, and members of the general  
28 public whose identities are unknown to plaintiff.] and 17.1.30(c)



[Gerald Armstrong, Ford Greene, Andrew Armstrong, Michael Walton, Tom McPherson, Joseph Yanny, Toby Plevin, Michael Douglas, Kima Douglas, Anthony Armstrong, Lorient Phippeny a/k/a Bambi Sparks, Nancy Rodes, Michael Dick, Trevor Dick, Colin Dick.].].

(d) See Response to Interrogatory No. 17.1.33(d) [See Responses to Interrogatory Nos. 17.1.14(d) [See response to Interrogatories 17.1.1(d) [The documents evidencing Armstrong's breaches consist of documents created by Armstrong, including letters, declarations, "treatments," briefs and other documents, all of which are in the possession of Armstrong and/or his counsel; the transcripts of every deposition taken in the Main Action; and transcripts of the deposition of Armstrong in the case of Hunziker v. Applied Materials, Santa Clara Superior Court, Case No. 692629, together with the documents produced by Armstrong in that case, which are in the possession of John Elstead and Cynthia Remmers, whose addresses are known to Armstrong.] and 17.1.2(d) [Deposition of Gerald Armstrong, June 24, 1993, in the Main Action; Declaration of Gerald Armstrong dated December 25, 1990; Declaration of Gerald Armstrong dated November 17, 1991; Declaration of Gerald Armstrong dated March 16, 1992.].], 17.1.15(d) [See response to Interrogatory 9.2 [The documents which support the existence of the damages claimed in interrogatory 9.1 are:

Transcripts of the deposition testimony of defendants Armstrong and Walton in this action and in the Main Action; documents produced by defendants in this action; and documents in the possession of Marin County as public records.].], 17.1.19(d) [See Response to Interrogatory No. 17.1.1(d) [The documents



1 evidencing Armstrong's breaches consist of documents created by  
2 Armstrong, including letters, declarations, "treatments," briefs  
3 and other documents, all of which are in the possession of  
4 Armstrong and/or his counsel; the transcripts of every deposition  
5 taken in the Main Action; and transcripts of the deposition of  
6 Armstrong in the case of Hunziker v. Applied Materials, Santa  
7 Clara Superior Court, Case No. 692629, together with the documents  
8 produced by Armstrong in that case, which are in the possession of  
9 John Elstead and Cynthia Remmers, whose addresses are known to  
10 Armstrong.].], 17.1.25(d) [Objection. Every document that CSI is  
11 aware of has already been produced to Armstrong or by Armstrong in  
12 the Main Action, or consists of the transcripts of depositions at  
13 which Armstrong and/or his attorney were present.] and 17.1.30(d)  
14 [Objection. Every document that CSI is aware of has already been  
15 produced to Armstrong or by Armstrong in the Main Action, or  
16 consists of the transcripts of depositions at which Armstrong  
17 and/or his attorney were present.].].

18 REASON INTERROGATORY NO. 17.1.34 SHOULD BE ANSWERED:

19 See all of Armstrong's reasons above why admissions needed,  
20 and see all reasons above why interrogatories should be answered.  
21 See especially reason why interrogatory 17.1.33 should be answered  
22 fully and directly. Armstrong has maintained since August, 1990  
23 that his renunciation was guided by God. He advised Scientology  
24 in July, 1991 that it was God's purpose for man that he help his  
25 fellows, and that Armstrong's assistance to those attacked by  
26 Scientology was in the fulfillment of that purpose. If either of  
27 those facts are true, plaintiff is not entitled to punitive  
28 damages. Plaintiff cannot escape the confrontation on whether or



1 not God guided Armstrong to do the things he did and say the  
2 things he said. Plaintiff also cannot escape the fact of its own  
3 creed, pursuant to which Armstrong said all the things he said,  
4 and which plaintiff organization, in order to attack Armstrong is  
5 ignoring and violating. CSI should therefore provide full  
6 discovery on its claim that Armstrong was not guided by God; i.e.,  
7 that his conduct was, indeed, wilful, fraudulent and/or malicious,  
8 and therefore merits punitive damages.

9 FORM INTERROGATORY NO. 17.1.35:

10 REQUEST FOR ADMISSION NO. 35:

11 That Andrew H. Wilson, in verifying plaintiff's complaint,  
12 falsely stated that the contents thereof are true of his own  
13 knowledge.

14 RESPONSE TO REQUEST FOR ADMISSION NO. 35:

15 Plaintiff objects to this request for admission on the  
16 grounds that it is (1) irrelevant to the subject matter of the  
17 action, (2) interposed solely to harass, oppress and annoy the  
18 plaintiff, and (3) vague, ambiguous and unintelligible as phrased.  
19 Notwithstanding this objection, plaintiff responds as follows:

20 Denied.

21 RESPONSE TO INTERROGATORY NO. 17.1.35:

22 (a) Request No. 35.

23 (b) Objection. Plaintiff objects to this interrogatory on  
24 the grounds that the interrogatory seeks information protected by  
25 the attorney client and attorney work product privileges.

26 (c) Objection. Plaintiff objects to this interrogatory on  
27 the grounds that the interrogatory seeks information protected by  
28 the attorney client and attorney work product privileges.



1 (d) Objection. Plaintiff objects to this interrogatory on  
2 the grounds that the interrogatory seeks information protected by  
3 the attorney client and attorney work product privileges.

4 REASON INTERROGATORY NO. 17.1.35 SHOULD BE ANSWERED:

5 See all of Armstrong's reasons above why admissions needed,  
6 and see all reasons above why interrogatories should be answered.  
7 Armstrong contends that the crime/fraud exception to the attorney  
8 client privilege obtains. Wilson perjured himself in order to  
9 carry out his part in Scientology's abuse of the process in this  
10 litigation and its malicious prosecution of Armstrong and the co-  
11 defendants herein. Wilson has allowed himself to be used by  
12 Scientology to further its litigation goals of obstructing  
13 justice, destroying evidence, character assassination and  
14 financial ruin, pursuant to its judicially condemned doctrine of  
15 fair game. Moreover, CSI, by having Wilson verify its complaint,  
16 has waived the attorney-client privilege as to the facts he has  
17 "verified" on its behalf, and CSI must, therefore, answer this  
18 interrogatory fully.

19 FORM INTERROGATORY NO. 50.1:

20 For each agreement alleged in the pleadings:

21 (a) identify all DOCUMENTS that are part of the agreement  
22 and for each state the name, ADDRESS, and telephone number of each  
23 PERSON who has the DOCUMENT;

24 (b) state each part of the agreement not in writing, the  
25 name, ADDRESS, and telephone number of each PERSON agreeing to  
26 that provision, and the date that part of the agreement was made;

27 (c) identify all DOCUMENTS that evidence each part of the  
28 agreement not in writing and for each state the name, ADDRESS, and



1 telephone number of each PERSON who has the DOCUMENT;

2 (d) identify all DOCUMENTS that are part of each  
3 modification of the agreement, and for each state the name,  
4 ADDRESS, and telephone number of each PERSON who has the DOCUMENT;

5 (e) state each modification not in writing, the date, the  
6 name, ADDRESS, and telephone number of each PERSON agreeing to  
7 the modification and the date the modification was made;

8 (f) identify all DOCUMENTS that evidence each modification  
9 of the agreement not in writing and for each state the name,  
10 ADDRESS, and telephone number of each PERSON who has the DOCUMENT.

11 RESPONSE TO FORM INTERROGATORY NO. 50.1:

12 Objection. The only Agreement alleged in the pleadings is  
13 attached to the Complaint as Exhibit A. There are no  
14 modifications to the Agreement not in writing.

15 REASON INTERROGATORY NO. 50.1 SHOULD BE ANSWERED:

16 This answer is unacceptable. Armstrong has alleged in his  
17 answer that "anti-Scientology litigants, including Flynn, signed  
18 settlement agreements substantially similar to that signed by  
19 Armstrong." (Verified answer, p. 13, l. 7). Armstrong has alleged  
20 in his second amended verified cross-complaint that the  
21 Scientology organization entered into separate agreements with  
22 Michael Flynn, his other attorneys in the Armstrong I and with  
23 claimants which included Laurel Sullivan, William Franks, Howard  
24 Schomer, Martin Samuels and Edward Walters, and that these  
25 agreements are relevant to the issues in this case. (See, e.g.,  
26 Second amended verified cross-complaint, p. 9, l. 11 - l. 22; p.  
27 10, l. 4 - 9; p. 11, l. 14 - p. 12, l. 7; p. 12, l. 13 - p. 13, l.  
28 17). CSI benefits from each of these separate agreements within



1 this action because Armstrong's former attorneys and former  
2 witnesses on whom he depends for assistance and testimony in this  
3 action are prevented by CSI's "agreements" from so assisting him  
4 or testifying for him. CSI possesses these documents. CSI  
5 manufactured these documents. CSI has used two of these  
6 "agreements" in the Los Angeles actions to support its efforts to  
7 enforce the Armstrong subject agreement. Therefore CSI's answer  
8 to this interrogatory is not honest. Having not objected, CSI  
9 should answer this interrogatory fully and directly.

10 FORM INTERROGATORY NO. 50.2:

11 Was there a breach of any agreement alleged in the pleadings?  
12 If so, for each breach describe and give the date of every act or  
13 omission that you claim is the breach of the agreement.

14 RESPONSE TO FORM INTERROGATORY NO. 50.2:

15 Objection. Armstrong is fully aware of each claimed breach  
16 of the Agreement, which are set forth in detail in the Second  
17 Amended Complaint in the Main Action, a copy of which is attached  
18 hereto and incorporated herein by reference.

19 REASON INTERROGATORY NO. 50.2 SHOULD BE ANSWERED:

20 See the reason above why interrogatory 50.1 should be  
21 answered. Have there been any breaches of any of CSI's agreements  
22 by anyone at any time since December, 1986, and what are the facts  
23 of such breaches. CSI has alleged that Margery Wakefield, Nancy  
24 McLean, William Franks and Howard Schomer all breached there  
25 "settlement agreements," which CSI claims are "substantially  
26 similar" to Armstrong's. If there has been widespread "breaching"  
27 by other signatories to CSI's "substantially similar" "agreements"  
28 it will support Armstrong's defenses that the "agreements" are



1 impossible to perform (See, e.g., Answer, 29th Affirmative Defense  
2 (Cannot be Specifically Performed) and 35th Affirmative Defense  
3 (Mistake of Law), and that Michael Flynn, indeed, did advise not  
4 only Armstrong, but other "settling" claimants that the  
5 "agreements'" provisions were unenforecable. Additionally,  
6 although Armstrong is aware of each "breach" claimed in CSI's  
7 second amended complaint he requests to know of any other "breach"  
8 CSI considers exists but has not claimed in its second amended  
9 complaint. Said second amended complaint's first alleged "breach"  
10 chronologically is in July, 1991. Yet CSI claims at various  
11 places in this action that Armstrong's "breaches" began in 1986,  
12 1988 and 1990. CSI must answer this interrogatory specifically  
13 and completely.

14 FORM INTERROGATORY NO. 50.3:

15 Was performance of any agreement alleged in the pleadings  
16 excused? If so, identify each agreement excused and state why  
17 performance was excused.

18 RESPONSE TO FORM INTERROGATORY NO. 50.3:

19 No.

20 REASON INTERROGATORY NO. 50.3 SHOULD BE ANSWERED:

21 See the reason above why interrogatories 50.1 and 50.2 should  
22 be answered. The question should be understood to refer to the  
23 Armstrong subject agreement and the other agreements described  
24 above in the reason interrogatory 50.1 should be answered.

25 FORM INTERROGATORY NO. 50.4:

26 Was any agreement alleged in the pleadings terminated by  
27 mutual agreement, release, accord and satisfaction, or novation?  
28 If so, identify each agreement terminated and state why it was



1 terminated including dates.

2 RESPONSE TO FORM INTERROGATORY NO. 50.4:

3 No.

4 REASON INTERROGATORY NO. 50.4 SHOULD BE ANSWERED:

5 See the reasons above why interrogatories 50.1 and 50.2  
6 should be answered. The question should be understood to refer to  
7 the Armstrong subject agreement and the other agreements described  
8 above in the reason interrogatory 50.1 should be answered.

9 FORM INTERROGATORY NO. 50.5:

10 Is any agreement alleged in the pleadings unenforceable? If  
11 so, identify each unenforceable agreement and state why it is  
12 unenforceable.

13 RESPONSE TO FORM INTERROGATORY NO. 50.5:

14 No.

15 REASON INTERROGATORY NO. 50.5 SHOULD BE ANSWERED:

16 See the reasons above why interrogatories 50.1 and 50.2  
17 should be answered. The question should be understood to refer to  
18 the Armstrong subject agreement and the other agreements described  
19 above in the reason interrogatory 50.1 should be answered.

20 FORM INTERROGATORY NO. 50.6:

21 Is any agreement alleged in the pleadings ambiguous? If so,  
22 identify each ambiguous agreement and state why it is ambiguous.

23 RESPONSE TO FORM INTERROGATORY NO. 50.6:

24 No.

25 REASON INTERROGATORY 50.6 SHOULD BE ANSWERED:

26 See the reasons above why interrogatories 50.1 and 50.2  
27 should be answered. The question should be understood to refer to  
28 the Armstrong subject agreement and the other agreements described



1 above in the reason interrogatory 50.1 should be answered.  
2  
3

4 DATED: August 17, 1994

HUB LAW OFFICES

By: 

FORD GREENE  
Attorney for Defendant and  
Cross-Complainant  
GERALD ARMSTRONG

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